



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
May 19, 2025 at 6:30 PM

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

PROVIDING VIRTUAL PUBLIC INPUT

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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

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

WORK SESSION

6:00 P.M. - Community Foundation of Greater Dubuque Contracted Services Agreement Update

Community Foundation of Greater Dubuque staff will present updates on its programs supported by Fiscal Year 2025 City Contracted Service Agreements: Inclusive Dubuque and Project HOPE.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Apples for Students (May - July, 2025)

On behalf of St. Mark Youth Enrichment.

2. Women Veterans Recognition Day (June 12, 2025)

On behalf of the Tri-State Women Warriors.

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of May 5, 2025; Arts and Cultural Affairs Commission of March 25, 2025; Library Board of Trustees Update of April 24, 2025; Resilient Community Advisory Commission of March 6, 2025; Zoning Advisory Commission of April 2, 2025; Proof of Publication for City Council Proceedings of April 8, 9, 10, 21, and 22, 2025.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage.

Suggested Disposition: Receive and File; Refer to City Attorney

3. Disposition of Claims

City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage.

Suggested Disposition: Receive and File; Concur

4. Approval of City Expenditures

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

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

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

5. Final Plat of Cedar Ridge Farm Place No. 21

Zoning Advisory Commission recommending City Council approve the Final Plat of Cedar Ridge Farm Place No. 21 subject to waiving the street frontage requirements for Lot 1, Lot 2, Lot 3, and Lot 4.

RESOLUTION Approving The Final Plat Cedar Ridge Farm No. 21, In The City Of Dubuque, Iowa

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

6. Final Plat of Southwest Arterial Plat 1

Zoning Advisory Commission recommending City Council approve the Final Plat of Southwest Arterial Plat 1 as submitted.

RESOLUTION Approving the Final Plat of Southwest Arterial Plat 1, In the City of Dubuque, Iowa

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

7. Final Plat of Southwest Arterial Plat 2

Zoning Advisory Commission recommending City Council approve the Final Plat of Southwest Arterial Plat 2 as submitted.

RESOLUTION Approving the Final Plat of Southwest Arterial Plat 2, In the City of Dubuque, Iowa.

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

8. Corrected First Amendment Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street

City Manager recommending City Council adopt the resolution correcting the scrivener's error in the Original First Amendment to the Development Agreement for 1243 Locust Street.

RESOLUTION Nunc Pro Tunc Correcting And Amending A Scrivener's Error In First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Wilson House Apts, LLC

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

9. FY26 Iowa Department of Transportation's Certificate of Cost Allocation Plan Review and Approval

City Manager recommending City Council approval to sign the Iowa Department of Transportation's (IDOT's) Certificate of Cost Allocation Plan, which are part of The Jule's fiscal year 2026 (FY26) Consolidated Funding Application.

Suggested Disposition: Receive and File; Approve

10. Award 2025 ADA Sidewalk Curb Ramp Project One

City Manger recommending City Council award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project One through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$81,602.58 which is 15.4% below the engineer's estimate.

RESOLUTION Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project One

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

11. Award 2025 ADA Sidewalk Curb Ramp Project Two

City Manager recommending City Council award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project Two through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$194,547.80, which is 5.14% below the engineer's estimate.

RESOLUTION Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project Two

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

12. FY25 & FY26 Contracted Service Agreement: DuRide

City Manager recommending City Council approval of a contracted services agreement for fiscal year 2025 and fiscal year 2026 with DuRide for \$30,000 each year to provide transportation services for senior citizens.

Suggested Disposition: Receive and File; Approve

13. Signed Contract(s)

Dixon Engineering, Inc. for the Demolition Technical Specifications, Contract Documents, and Demolition Observation on the 500,000 Gallon Double Ellipse (Eagle Point) Project; Origin Design Co. for professional services for the Lead Service Line Replacement project.

Suggested Disposition: Receive and File

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

Pirc-Tobin for the Heeb Street Reconstruction Project.

Suggested Disposition: Receive and File; Approve

15. Hairball Pyrotechnics Permit

City Manager recommending City Council approval of a pyrotechnic permit for an upcoming show at the Q Casino at Backwaters Stage on Friday, June 27, 2025.

Suggested Disposition: Receive and File; Approve

16. Approval of Retail Alcohol Licenses

City Manager recommending City Council approval of retail alcohol licenses as submitted.

RESOLUTION 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

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. Cedar Cross Road Urban Revitalization Plan

City Manager recommending City Council adopt a resolution setting a public hearing for June 2, 2025, to consider approving the Cedar Cross Road Urban Revitalization Plan.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa, Finding An Area Referred To As The Cedar Cross Road Urban Revitalization Area Hereinafter Described, Appropriate For Public Improvements Related To Housing And Residential Development And Construction Of Residential Development, Including Single Or Multifamily Housing Necessary In The Interest Of Public Health, Safety, Or Welfare Of The Residents Of The City And Setting A Public Hearing On Creation Of The Cedar Cross Road Urban Revitalization Area

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 2, 2025

2. Development Agreement with 1301 Central, LLC

City Manager recommending City Council set a public hearing for June 2, 2025, on the proposed Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC for the redevelopment of 1301 Central Avenue which includes the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And 1301 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 2, 2025

3. 2025 Pavement Marking Project - Initiate Public Bidding Process and Setting Date for a Public Hearing

City Manager recommending City Council preliminary approval of the proposed plans, specifications, form of contract and construction estimate \$245,000.00 for the 2025 Pavement Marking Project and establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

RESOLUTION 2025 Pavement Marking 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 June 2, 2025

4. Fire Headquarters HVAC Project

City Manager recommending City Council preliminary approval of the proposed plans, specifications, form of contract and construction estimate of \$650,000.00 for the Fire Headquarters HVAC Replacement Project and establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

RESOLUTION Fire Headquarters HVAC Replacement 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 June 2, 2025

5. Proceedings to Set Public Hearing on June 2, 2025 for the Issuance of Not to Exceed \$2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program –

Phase I

City Manager recommending that a public hearing be set for June 2, 2025, on the issuance of a not to exceed \$2,000,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Private Lead Service Line Replacement Pilot Program – Phase I.

RESOLUTION To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$2,000,000

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 2, 2025

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. Request to Rezone 101 Airborne Road

Proof of publication on notice of public hearing to consider a request from Dubuque Metropolitan Area Solid Waste Agency – Kenneth Miller to rezone property located at 101 Airborne Road from AG Agriculture to HI Heavy Industrial zoning district, and Zoning Advisory Commission recommending approval with conditions.

ORDINANCE [Option 1] An Ordinance Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 101 Airborne Road From AG Agriculture District To HIC Heavy Industrial With Conditions District

OR

ORDINANCE [Option 2 - Reduced Zoning Area] An Ordinance Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 101 Airborne Road From AG Agriculture District To HIC Heavy Industrial With Conditions District

Suggested Disposition: Receive and File; Motion B; Motion A - for Option 1 or Option 2

2. Request to Rezone 405-575 Cedar Cross Road

Proof of publication on notice of public hearing to consider a request from Luke and Julie Merfeld - Merfeld Properties LLC, to rezone property located at 405 and 575 Cedar Cross Road from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 405 Cedar Cross Road And 595 Cedar Cross Road From R-1 Single-Family Residential District To R-3 Moderate Density Multi-Family Residential District

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

3. Request to Rezone Radford Road

Proof of publication on notice of public hearing to consider a request from Yaroslav (Slavik) Nakonechnyy to rezone property located at Radford Road (PIN 1029251016) from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Reclassifying Hereinafter Described Property From PUD Planned Unit Development District With PI Planned Industrial Designation To PUD Planned Unit Development District With PR Planned Residential Designation And Adopting A Conceptual Development Plan

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

4. Conducting a Public Hearing for the Jule's-Iowa Department of Transportation Consolidated Funding Application

Proof of publication on notice of public hearing to consider City Council adopt the resolution approving The Jule's IDOT Consolidated Funding application as submitted, and City Manager recommending approval.

RESOLUTION Authorizing Resolution: Approval Of Consolidated Funding Application To Iowa DOT

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

5. Fiscal Year 2025 First Budget Amendment

Proof of publication on notice of public hearing to consider City Council approve the first Fiscal Year 2025 Budget Amendment, which amends the Fiscal Year 2025 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support for, and City Manager recommending approval.

RESOLUTION Amending The Current Budget For Fiscal Year Ending June 2025

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. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC Providing for the Use of Urban Revitalization

District Tax Abatement Pursuant to the Development Agreement

City Manager recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC providing for the use of Urban Revitalization District Tax Abatement.

RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And CCI5, LLC

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

2. Reject Bids 2025 Repair and Maintenance of the Iowa Street Parking Garage

City Manager recommending City Council reject the single bid proposal received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage due to a lack of competitive bids and insufficient funding to proceed with the construction improvements as proposed.

RESOLUTION Rejecting Competitive Bid Proposal Received For The 2025 Repair And Maintenance Of The Iowa Street Parking Garage

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

3. Resolutions of Support for Workforce Housing Tax Credit Applications for Multiple Housing Developments

City Manager recommending City Council approval of the attached resolutions supporting the aforementioned applications for Iowa Workforce Housing Tax Credits for housing development in Dubuque.

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Millwork Flats, L.L.C.

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Gronen Development, Inc.

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Wilson House Apts, LLC

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By 1301 Central, LLC

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By CCI5, LLC.

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

4. Amendment to City Code – Solicitor and Transient Merchant Licenses

City Clerk recommending approval of the ordinance amending City Code to establish separate licenses for solicitors and transient merchants, revise background check and application procedures, and update the criteria for license denial.

ORDINANCE Repealing Title 4 Business And License Regulations, Chapter 5 Solicitor's License And Replacing It With New Chapter 5 Containing Articles A And

B For Solicitors And Transient Merchants

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

5. Fiscal Year 2026 Dollars & Cents Brochure

City Manager providing a copy of the FY2026 Dollars and Cents brochure, which will be mailed to all City utility customers with their utility bills from May 14 - June 4.

Suggested Disposition: Receive and File

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 ctyclerk@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 P.M. - Community Foundation of Greater Dubuque
Contracted Services Agreement Update

SUMMARY:

Community Foundation of Greater Dubuque staff will present
updates on its programs supported by Fiscal Year 2025 City
Contracted Service Agreements: Inclusive Dubuque and
Project HOPE.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. CB MEMO Work Session – Community Foundation Contracted Service Agreement Update
2. Staff Memo
3. Project HOPE - City Council Presentation



TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: Work Session – Community Foundation Contracted Service Agreement Update

DATE: May 13, 2025

Community Foundation of Greater Dubuque staff to present updates on its programs supported by FY25 City Contracted Service Agreements (Inclusive Dubuque and Project HOPE) at a work session on May 19, 2025 from 6:00 – 6:30 PM.

CB:sv

Attachment

cc: Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Crenna M. Brumwell, City Attorney

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Work Session – Community Foundation Contracted Service Agreement Update

DATE: May 12, 2025

Community Foundation of Greater Dubuque staff to present updates to City Council on its programs supported by FY25 City Contracted Service Agreements (Inclusive Dubuque and Project HOPE) at a work session on May 19, 2025 from 6:00 – 6:30 PM.

Dubuque City Council Presentation May 19, 2025

Concerns About Our Local Service System

Agenda

- Recent data
 - Vulnerability Matrix
 - Nonprofit survey
 - Conversations with nonprofits
 - Better Together Committee
 - Food Provider Network
- What we are doing moving forward



Project HOPE: Vulnerability Matrix

Vulnerability Matrix for Dubuque

Introduction 1

Vulnerability Matrix

The **Impact vs. Immediacy Prioritization Matrix** helps teams make strategic decisions by categorizing initiatives into four quadrants.

Use sticky notes, colors, and tags for clarity. Click on a sticky note to reveal tools.

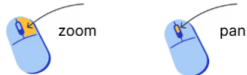
Navigation 1

Navigate the canvas

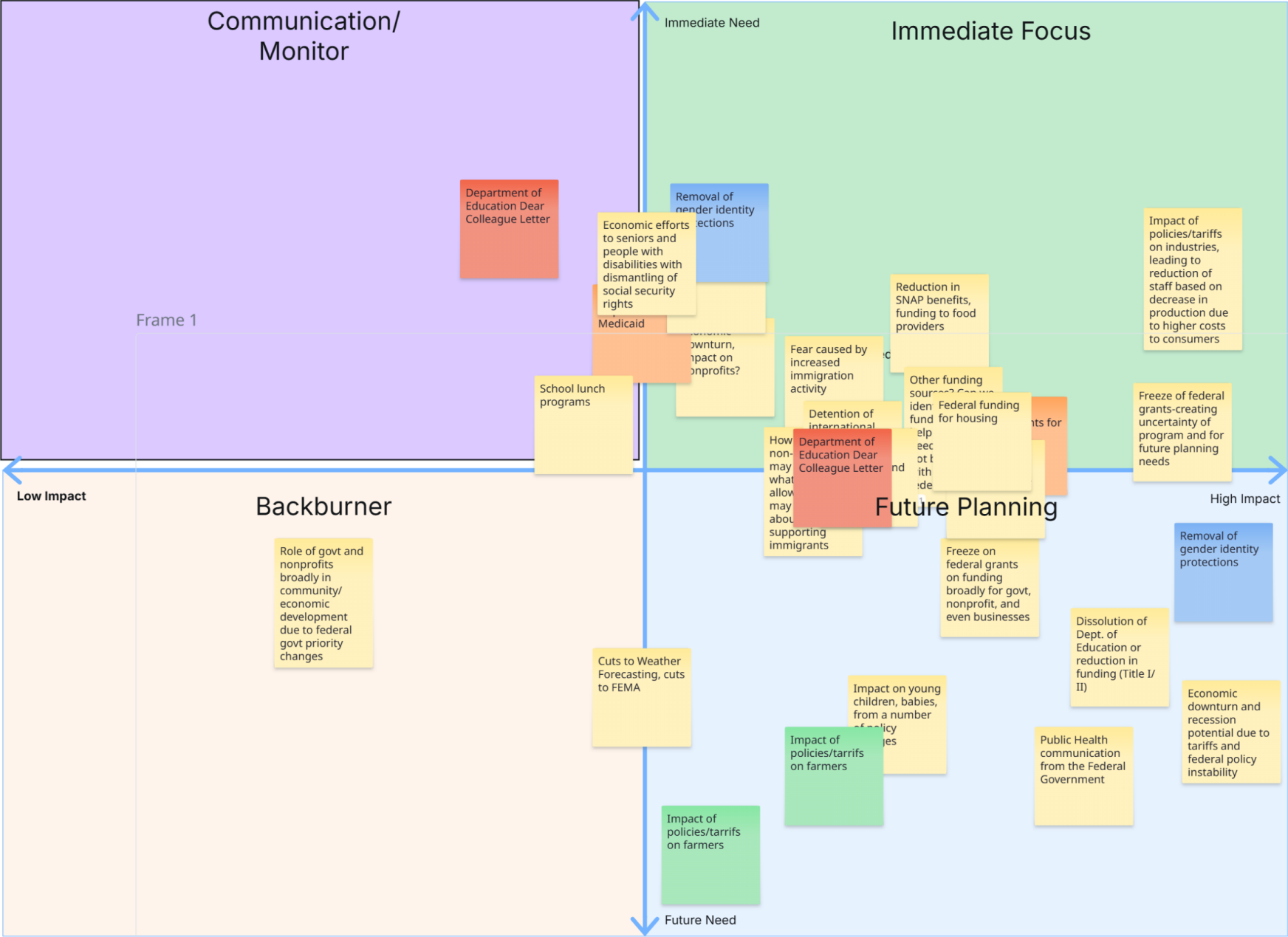
Keyboard
Use + and - as keyboard shortcuts to zoom in and out



Mouse
Use the scroll wheel to zoom
Hold right click or the scroll wheel to pan the canvas

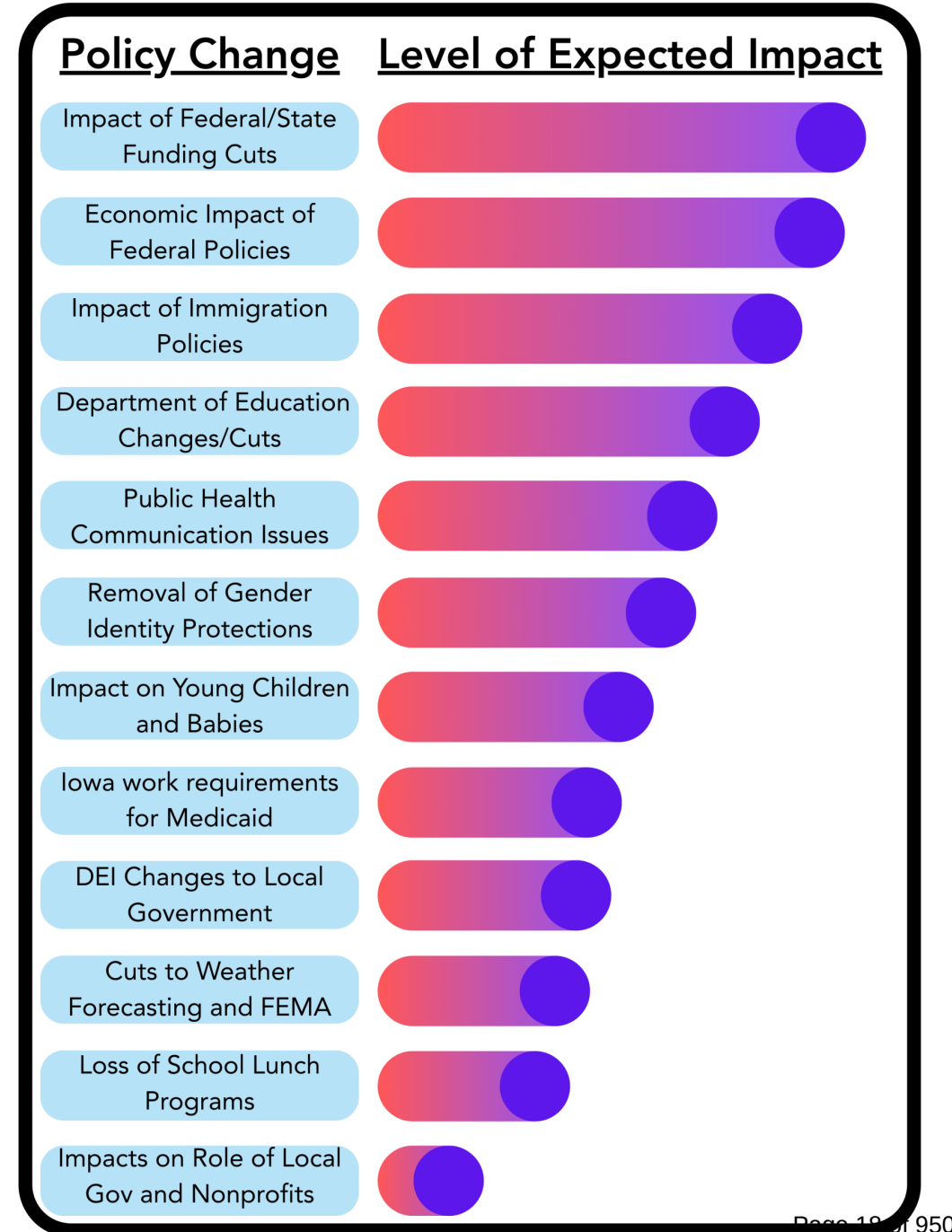


Touchscreen or Trackpad
Pinch to zoom in and out
Use two fingers to pan the canvas



Key Takeaways

- Three most consistent concerns:
 - Impact of Federal/State Funding Cuts
 - Economic Impact of Federal Policies
 - Impact of Immigration Policies

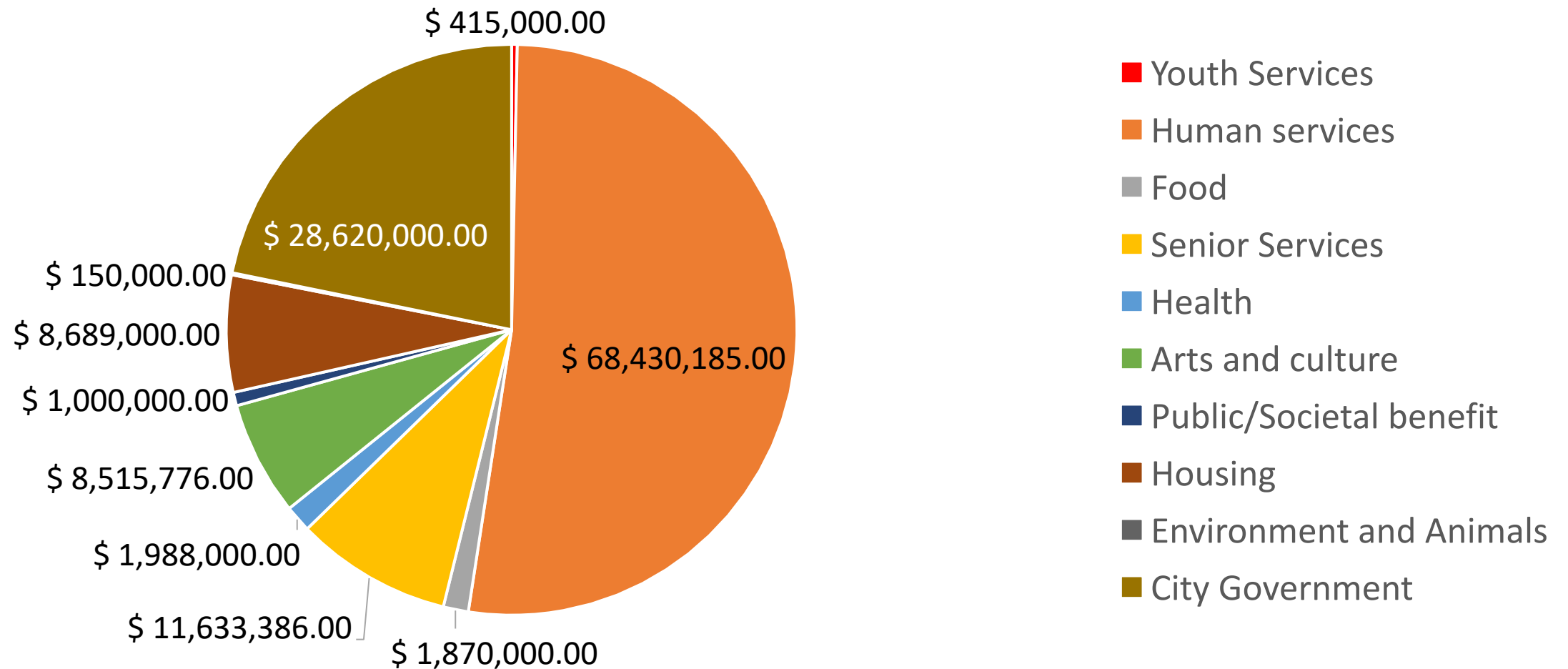


Nonprofit Survey and Communications

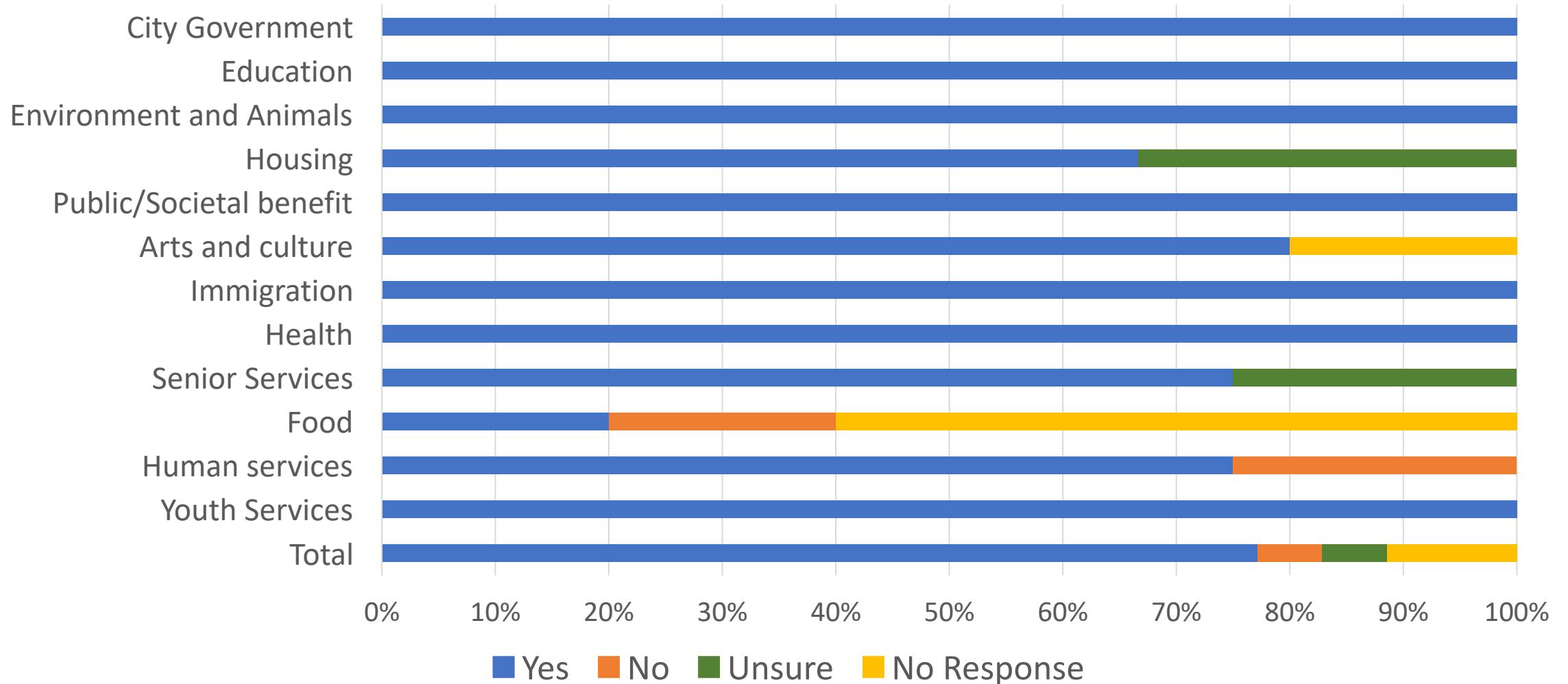
Nonprofit/Service Outreach

- Two surveys, multiple nonprofit conversations.
- Direct reports of at-risk federal funding in our region
 - 24 organizations
 - 33 programs
 - \$131 million

Reported Federal Funding



Reported Concerns About Federal Funds Being Cut



How Orgs May Respond

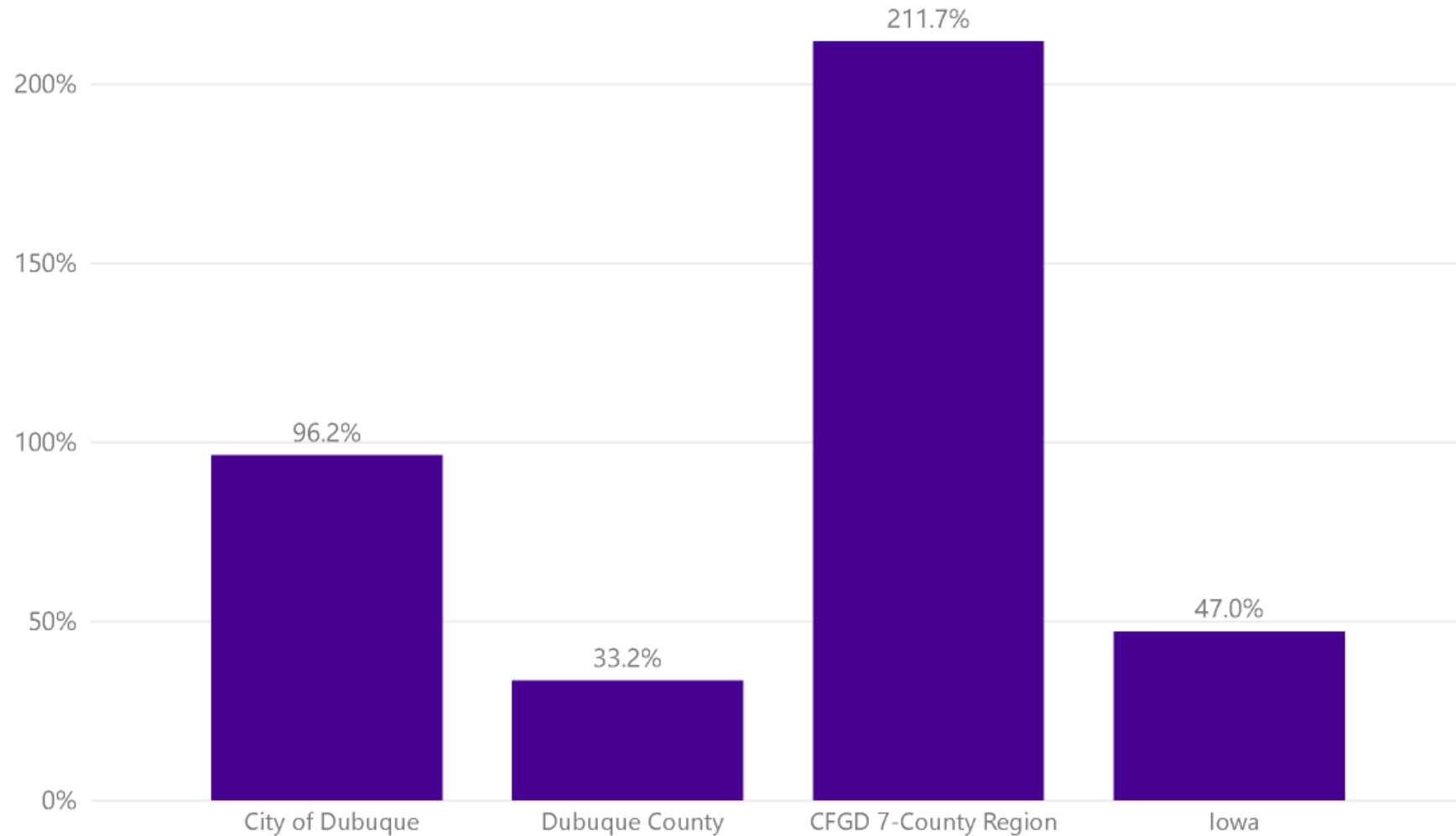
- Furlough or Lay off Staff
- Reduce the number of services
- Close programs
- One program believed it would shut down permanently

What Kind of Help?

- Funding
- Educating the public
- Answering questions and direct assistance
- Program Assistance
- Advocacy, collaboration, training

Better Together Committee and Food Provider Network

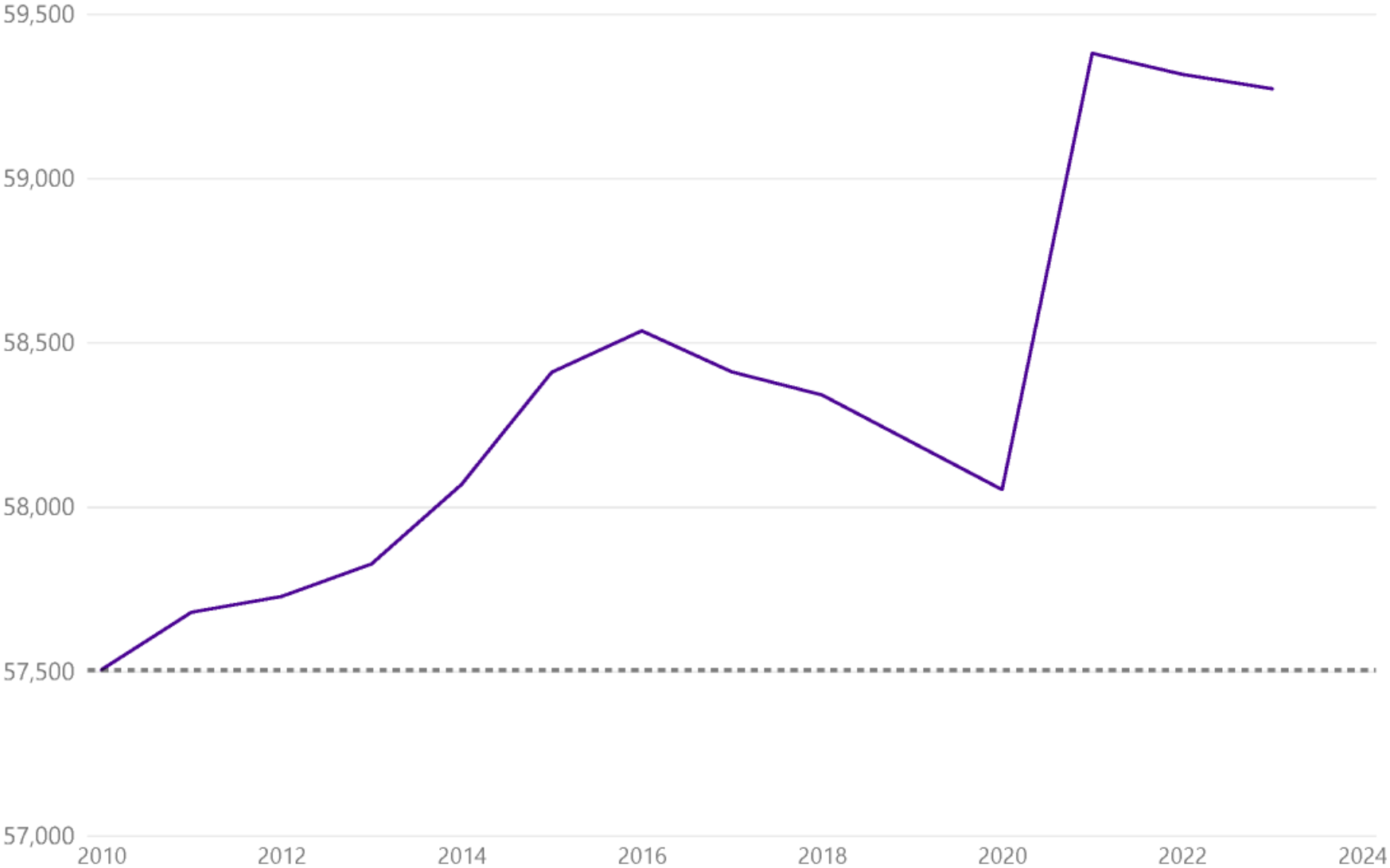
Percent of Population Growth Between 2010 and 2023 Attributed to Growth in the Foreign-born Population and Native Children with a Foreign-born Parent



Source: U.S. Census, American Community Survey, 5-Year Estimates, 2023 and 2010

Growth in Population - City of Dubuque

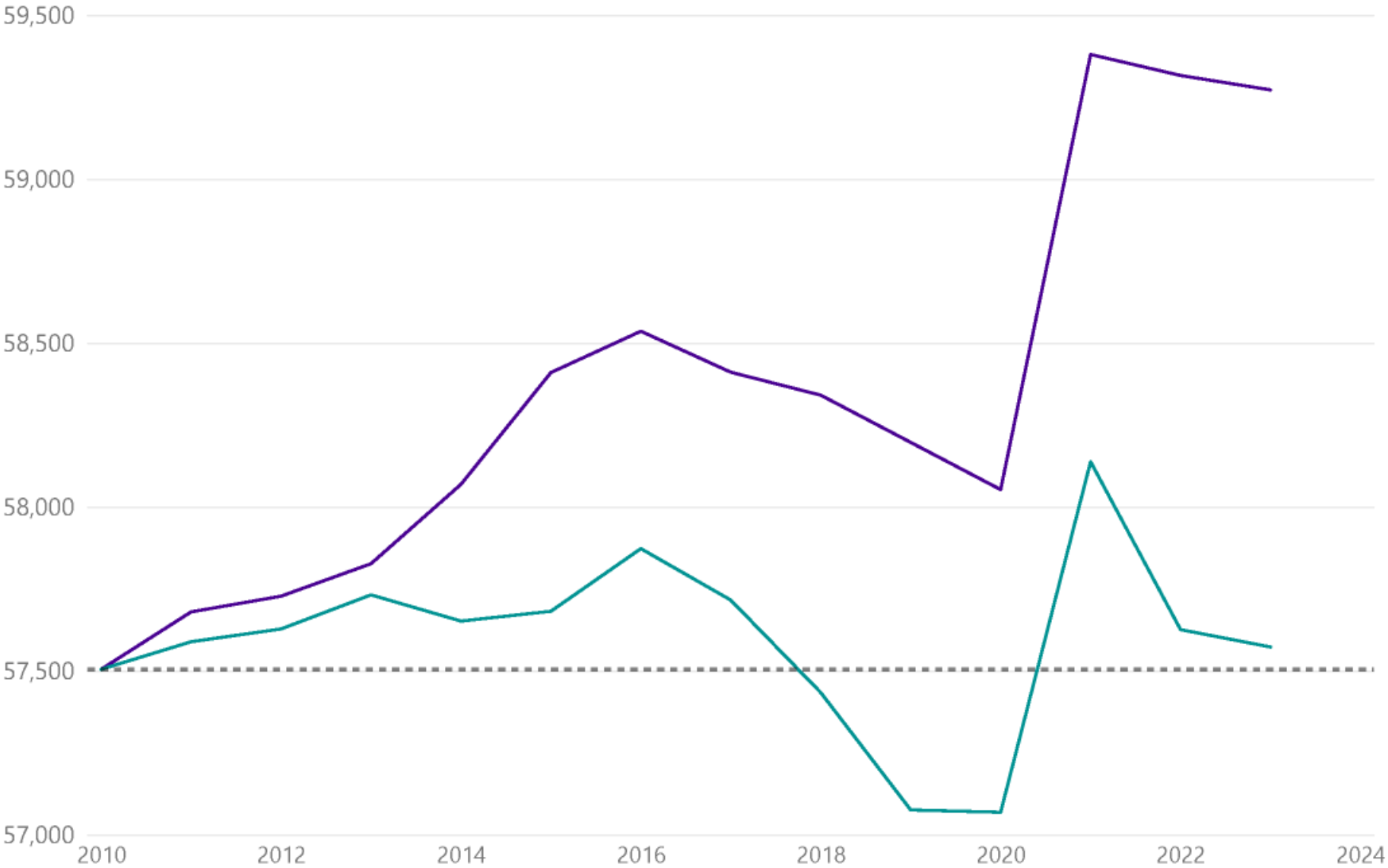
Location ● City of Dubuque



Source: U.S. Census, American Community Survey, 5-Year Estimates, 2023 through 2010

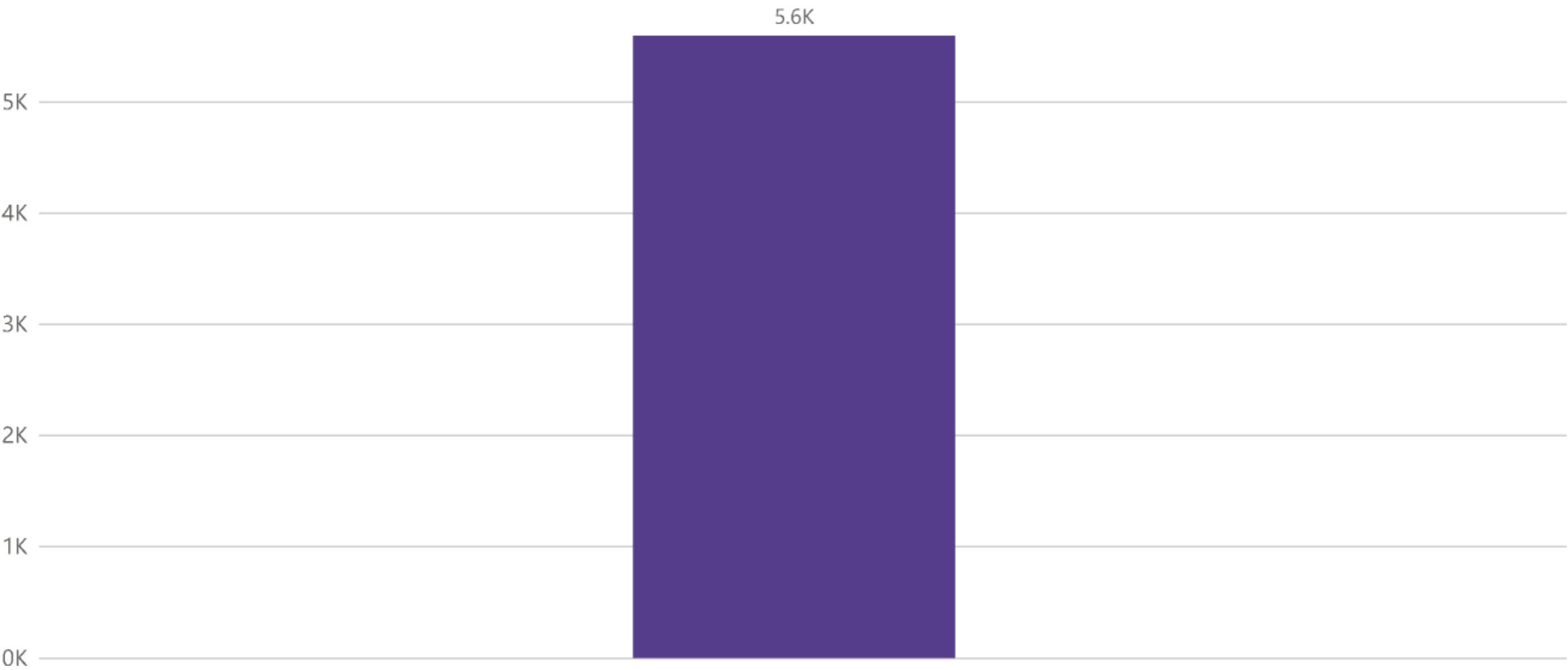
Growth in Population - City of Dubuque

● Total Population ● Population w/o Immigrants



Source: U.S. Census, American Community Survey, 5-Year Estimates, 2023 through 2010

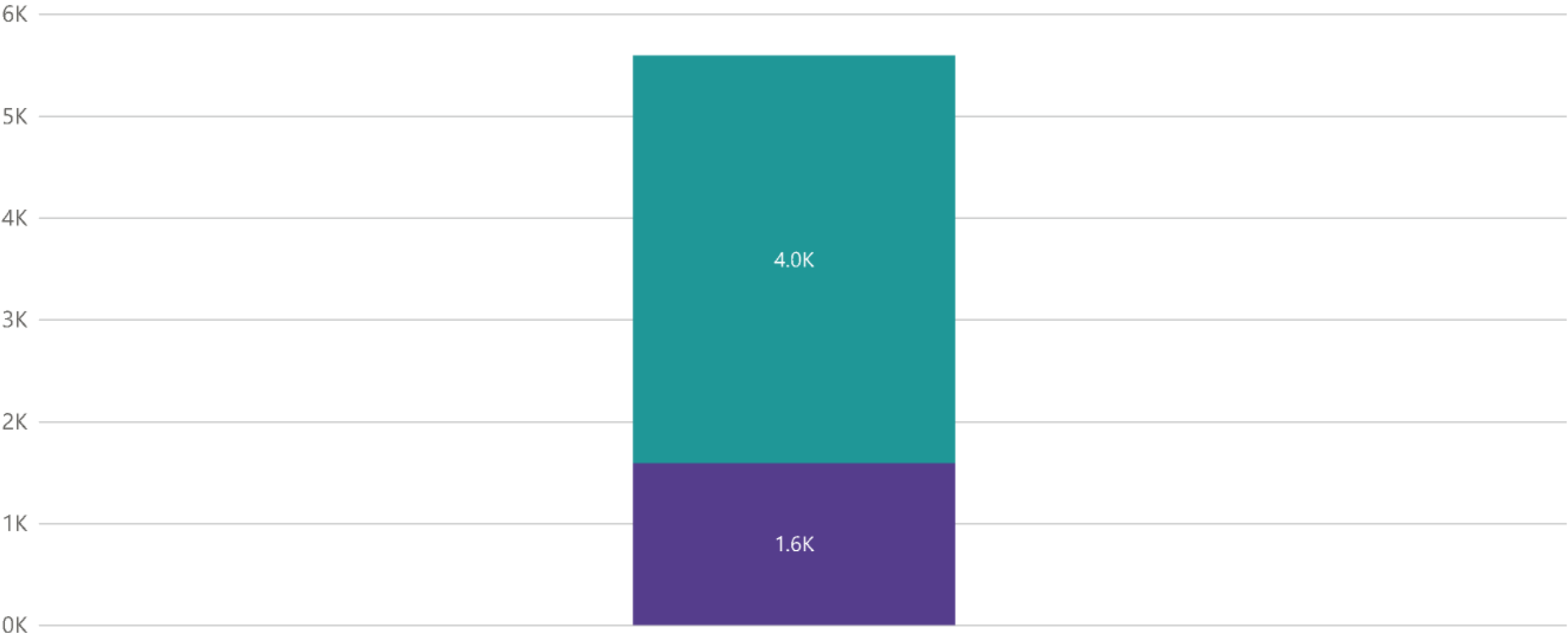
Change in Number of Workers Between 2010 and 2024 - Dubuque County



Source: Quarterly Workforce Indicators (QWI) dataset, U.S. Census, Q1 1999 - Q2 2024
Analysis combined with Data from the U.S. Census Bureau's American Community Survey 5-Year Estimates

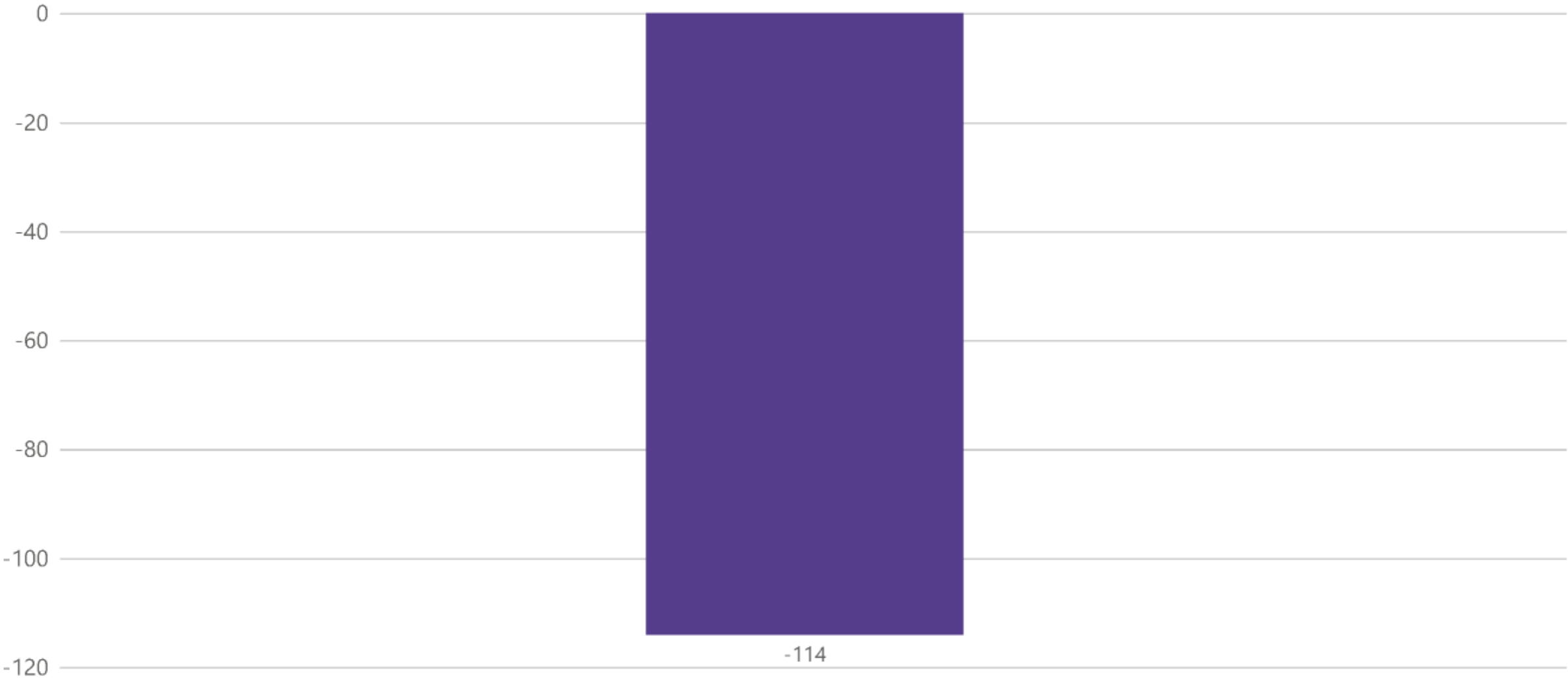
Change in Number of Workers Between 2010 and 2024 - Dubuque County

Immigrant ● Foreign Born ● Native Born



Source: Quarterly Workforce Indicators (QWI) dataset, U.S. Census, Q1 1999 - Q2 2024
Analysis combined with Data from the U.S. Census Bureau's American Community Survey 5-Year Estimates

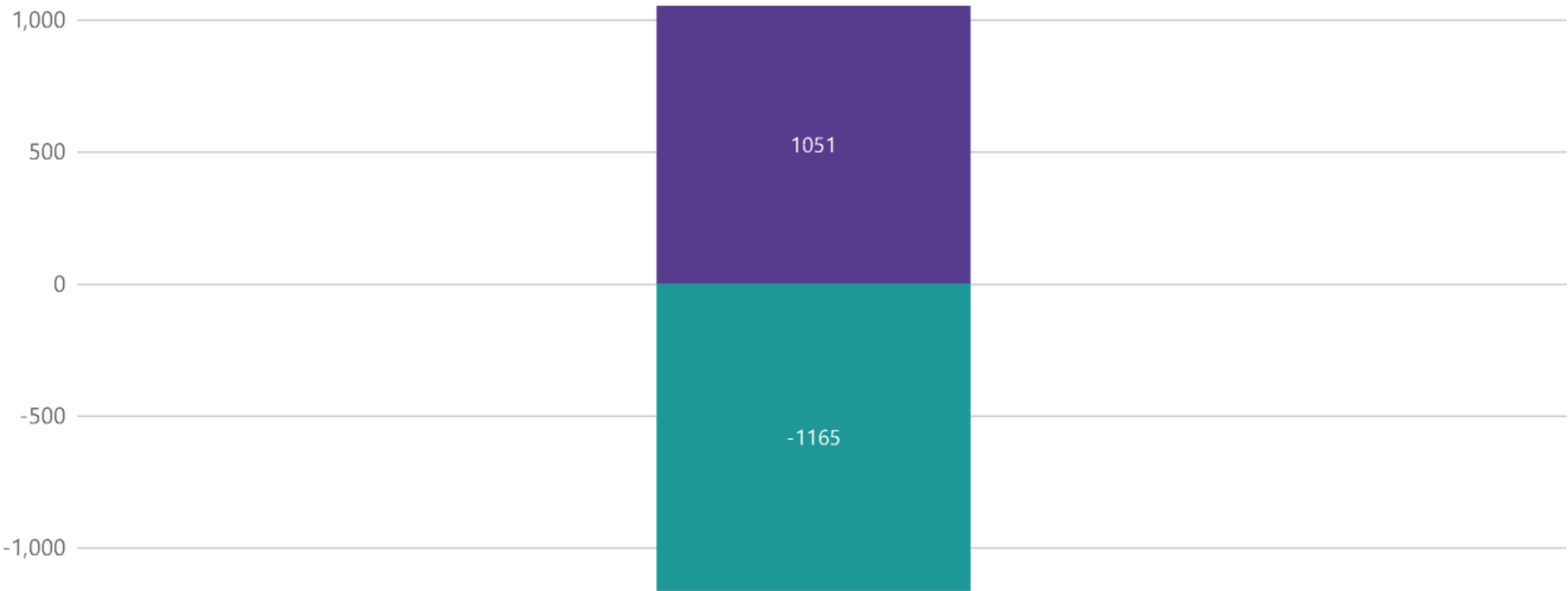
Change in Number of Workers Between 2015 and 2024 - Dubuque County



Source: Quarterly Workforce Indicators (QWI) dataset, U.S. Census, Q1 1999 - Q2 2024
Analysis combined with Data from the U.S. Census Bureau's American Community Survey 5-Year Estimates

Change in Number of Workers Between 2015 and 2024 - Dubuque County

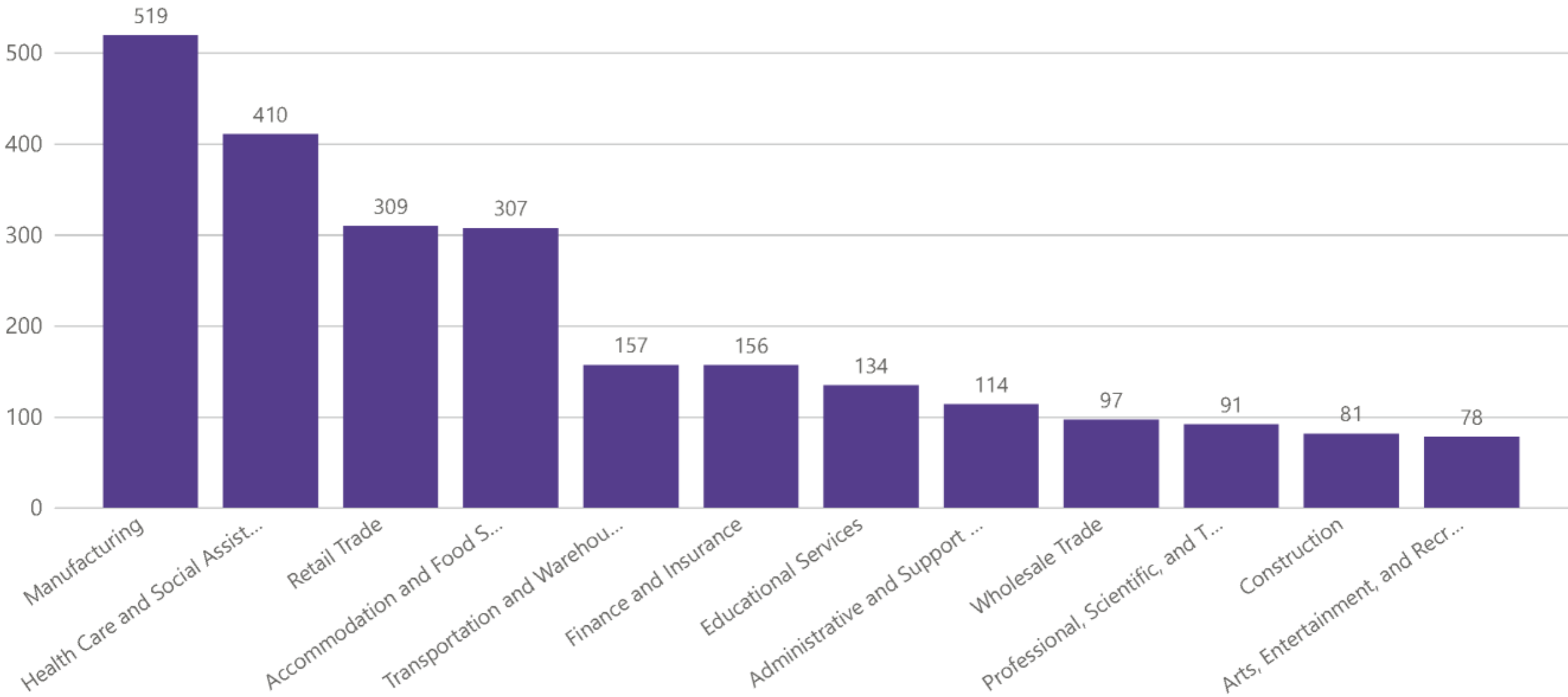
Immigrant ● Foreign Born ● Native Born



Source: Quarterly Workforce Indicators (QWI) dataset, U.S. Census, Q1 1999 - Q2 2024
Analysis combined with Data from the U.S. Census Bureau's American Community Survey 5-Year Estimates

Number of Immigrant Workers in Dubuque County - 2024

Industries with at least 50 workers



Source: Quarterly Workforce Indicators (QWI) dataset, U.S. Census, Q1 1999 - Q2 2024
Analysis combined with Data from the U.S. Census Bureau's American Community Survey 5-Year Estimates

Losing these workers...

519 Manufacturing Employees:

- 146% of Simmons Pet Food

410 Health Care and Social Assistance Employees:

- 46% of UnityPoint Health - Finley Hospital

307 Accommodation and Food Services

- 99% of Diamond Jo Casino

Better Together Committee

- Significant fear among immigrant populations
- Increased reluctance from businesses
- Impacts on college students
- New vulnerabilities for families
- Lots of uncertainty about changing policies

Food Provider Network

- Trends were in the wrong direction the past few years
 - Increased needs and costs, fewer donations
 - Not as much excess from manufacturers and wholesalers
- USDA funds being cut to food providers
- Lack of USDA funds to Iowa Food Hub will impact farmers
 - Short-term impact, but also for future years

Food Provider Network

- Expect tariffs to impact food imports
- Policies may impact domestic food production
 - Agricultural workers
 - Tariffs increase prices for inputs (fertilizers)
- Big concern is supply of food
- If organizations are impacted, it could hurt niche populations that can't shift providers,
 - Homebound, immigrants, senior citizens, people w/ disabilities, children

What We Will Be Doing

Project HOPE

- Collecting data on local impact
- Tracking federal and state policy changes
- Elevating new needs and challenges
- Economic mobility during an economic downturn

Economic Mobility (Proposed)

1. “Triage” Workforce Engagement
2. Updated Workforce Pipelines
3. Respond to Rising Needs
4. Monitor the System
5. Address Vulnerabilities – Short Term and Long Term

Nonprofit Organizations

- Continued check-ins and close conversations
- Conversations among local funders
- Need to monitor what is happening



Better Together Committee

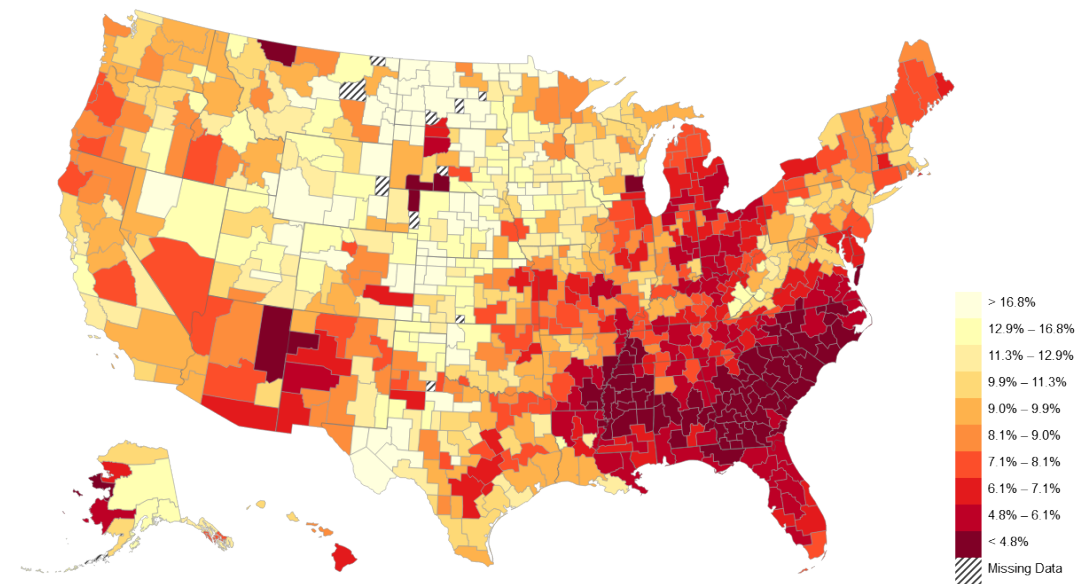
- “Know Your Rights”
- Connection to local attorneys (power of attorney, standby guardianship)
- Funds to support families in crisis
- Engaging with international students
- Tracking immigration changes
- Helping coordinate volunteering and fundraising
- Continue long-term welcoming work

Food Provider Network

- Continuing with regular meetings
- Monitoring funding shortages, changes to food supplies
- Additional outreach to immigrant communities

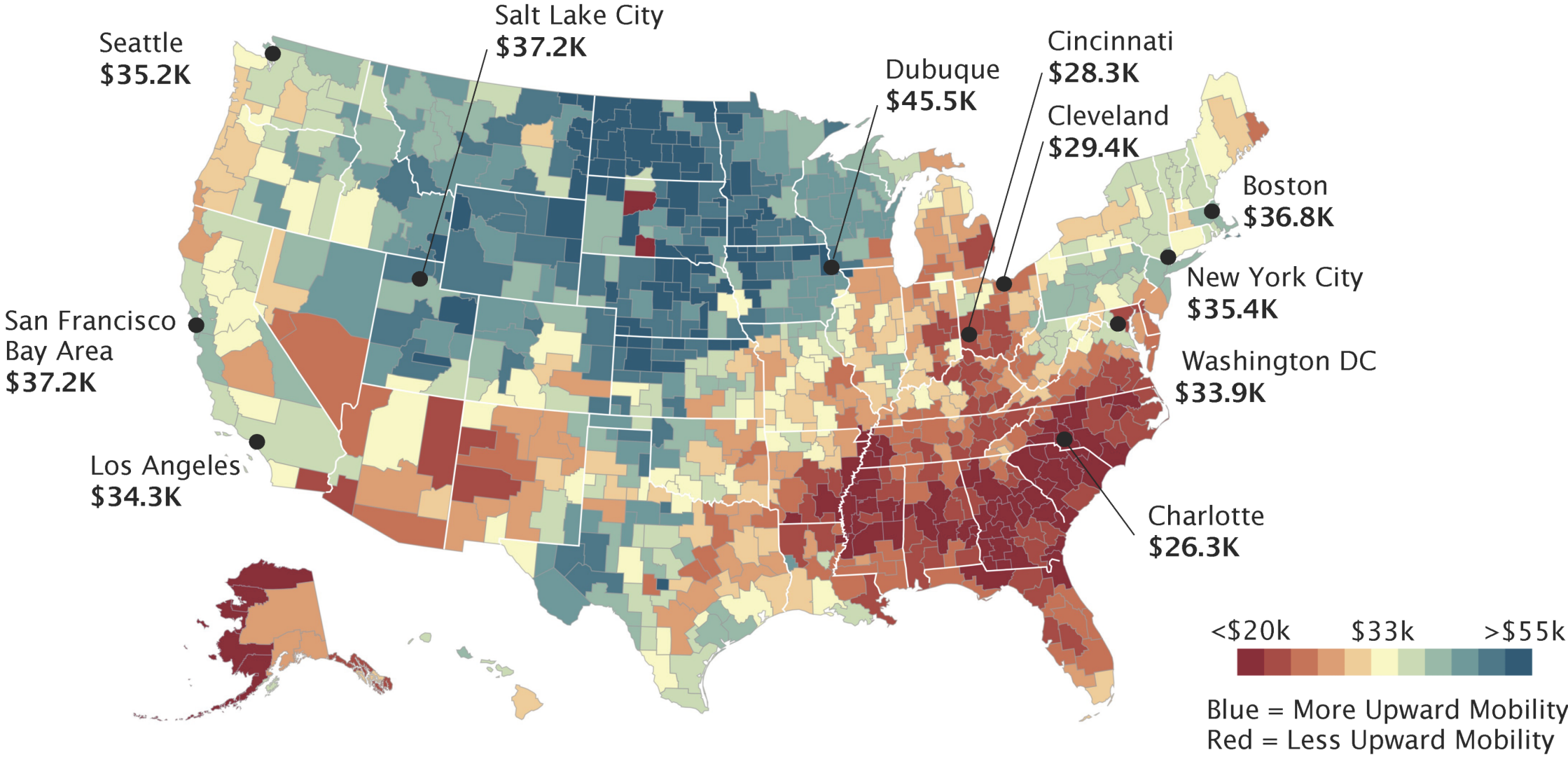
Data Walk

- Economic Mobility
- Raj Chetty, Professor of Economics at Harvard University
- Data on economic mobility for different communities



The Geography of Upward Mobility in the United States

Average Household Income at Age 35 for Children born in 1980 whose Parents Earned \$27K



Source: Chetty, Hendren, Kline, Saez (QJE 2014)

Data Walk

- Where do we rank in terms of economic mobility?
- What are the reasons for this?
- What might be missing?
- What should we do moving forward?



THANK YOU!

dbqfoundation.org
563.588.2700

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Apples for Students (May - July, 2025)
SUMMARY: On behalf of St. Mark Youth Enrichment.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation

PROCLAMATION

WHEREAS, since 1988 St. Mark Youth Enrichment has existed to work with the families of Dubuque meet some of the unmet needs of their children; and

WHEREAS, St. Mark Youth Enrichment Staff, Committees and Board are dedicated to furthering the total learning experience of all children they work with; and

WHEREAS, St. Mark Youth Enrichment will again be leading the APPLES FOR STUDENTS, Fill the Bag program in the Dubuque community during the months of May, June & July. This program collects money to buy basic school supplies for children of families who need help purchasing them. To date St. Mark Youth Enrichment has given out over 45,000 bags of school supplies; and

WHEREAS local schools and human service agencies help St. Mark Youth Enrichment identify the 3,500 children in grades K-12 who need school supplies this year, and

WHEREAS, St. Mark Youth Enrichment invites the people of Dubuque to donate money to this program so school supplies can be purchased in bulk from local merchants and serve more children than they usually do.

NOW THEREFORE, I, BRAD CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, DO HEREBY PROCLAIM THAT THE MONTHS OF MAY, JUNE AND JULY BE DESIGNATED FOR THE COLLECTION OF MONEY TO BUY BASIC SCHOOL SUPPLIES FOR NEEDY CHILDREN IN THE CITY OF DUBUQUE, AND URGE THE PEOPLE OF DUBUQUE TO PARTICIPATE IN THIS WORTHWHILE PROJECT BY SUPPORTING ST. MARK YOUTH ENRICHMENT IN THEIR EFFORT TOWARD HELPING OUR CHILDREN.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 19th day of May, 2025.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted and accepted by Beth McGorry, Major Gift Coordinator, PO Box 568, Dubuque, IA 52004 (563) 590-2806, bmcgorry@stmarkyouthenrichment.org

2024: Submitted and accepted by Beth McGorry, Director of Donor Relations, PO Box 568, Dubuque, IA 52004 (563) 590-2806, bmcgorry@stmarkyouthenrichment.org

2023: Submitted and accepted by Beth McGorry, Director of Donor Relations, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext 102, bmcgorry@stmarkyouthenrichment.org

2022: Submitted and accepted by Beth McGorry, Director of Donor Relations, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext 102, bmcgorry@stmarkyouthenrichment.org

2019: Submitted and accepted by Beth McGorry, Outreach Coordinator, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext 102, bmcgorry@stmarkyouthenrichment.org.

2018: Submitted and accepted by Beth McGorry, Outreach Coordinator, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext 102, bmcgorry@stmarkyouthenrichment.org.

2017: Submitted and accepted by Beth McGorry, Outreach Coordinator, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext 102, bmcgorry@stmarkyouthenrichment.org.

2016: Submitted and accepted by Beth McGorry, Outreach Coordinator, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext 102, bmcgorry@stmarkyouthenrichment.org.

2015: Submitted and accepted by Beth McGorry, Outreach Coordinator, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext 102, bmcgorry@stmarkyouthenrichment.org.

2014: Submitted by Heather Moore, Special Events Coordinator, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext. 110, hmoore@stmarkyouthenrichment.org. Accepted by Jessica Pape, Director of Development.

2013: Submitted by Karen Bryant, St. Mark Community Center Events Coordinator, 1201 Locust Street, (563) 582-6211 ext. 105, events@smccdbq.org. Accepted by Troy Rabbet, Director of Development and Marketing for St. Mark's., troy.rabbet@smccdbq.org.

2012: Submitted and accepted by Karen Bryant, St. Mark Community Center Events Coordinator, 1201 Locust Street, (563) 582-6211 ext. 105, events@smccdbq.org

2011: Submitted and accepted by Karen Tuecke of St. Mark's Community Center

2010: Submitted and accepted by Karen Tuecke of St. Mark's Community Center

2009: Submitted and accepted by Sr. Inez, St. Mark Community Center

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Women Veterans Recognition Day (June 12, 2025)
SUMMARY: On behalf of the Tri-State Women Warriors.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation



PROCLAMATION

WHEREAS, the residents of Dubuque, Iowa, are steadfast in their commitment to honoring the service and sacrifice of local veterans and service members; and

WHEREAS, “Women Veterans Recognition Day,” observed on June 12th, commemorates the anniversary of the Women’s Armed Services Integration Act of 1948, which granted women the right to serve as permanent and regular members of the United States Armed Forces; and

WHEREAS, prior to 1948, women played essential roles in every American conflict, often serving without formal recognition or the benefits afforded to their male counterparts; and

WHEREAS, nearly 3 million women have served in every branch of the United States Armed Forces, whose contributions have been—and continue to be—vital to the strength and effectiveness of every branch of the U.S. military; and

WHEREAS, the Tri-State Women Warriors recognizes the sacrifices and strengths of female veterans and current service members and continue to uplift, support, and advocate for the unique needs of female veterans; and

WHEREAS, it is our duty to recognize and honor the sacrifices, leadership, and resilience of women veterans, ensuring their service is acknowledged and valued within our communities.

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

“WOMEN VETERANS RECOGNITION DAY”

IN THE CITY OF DUBUQUE, IOWA AND ENCOURAGE EVERYONE TO HONOR THE SERVICE, SACRIFICE, AND ENDURING CONTRIBUTIONS OF WOMEN IN THE U.S. MILITARY-PAST AND PRESENT.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted and accepted by:

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of May 5, 2025; Arts and Cultural Affairs Commission of March 25, 2025; Library Board of Trustees Update of April 24, 2025; Resilient Community Advisory Commission of March 6, 2025; Zoning Advisory Commission of April 2, 2025; Proof of Publication for City Council Proceedings of April 8, 9, 10, 21, and 22, 2025.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 5 5 25 City Council Minutes
2. Arts and Cultural Affairs Minutes
3. Carnegie-Stout Public Library Board of Trustees April 24, 2025 Meeting Update
4. Resilient Community Advisory Commission Minutes
5. Zoning Advisory Commission Minutes
6. Proof_City Council Proceedings 4.8.25
7. Proof_City Council Proceedings 4.9.25
8. Proof_City Council Proceedings 4.10.25
9. Proof_City Council Proceedings 4.21.25
10. Proof_City Council Proceedings 4.22.25

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

The Dubuque City Council met in special session at 6:00 p.m. on May 5, 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 (attended virtually but experienced technical difficulties during roll call), 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 Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation.

WORK SESSION

Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation to City Council

Community Engagement Coordinator Temwa Phiri introduced iJAG Program Manager Casey Smith and iJAG Education Specialist Janie Hassong, who presented on this semester's City Life session for students. Students Shayla Murphy, Tanner Mueller, and Jay Bermudez then presented on their experiences in the program. In response to questions, Smith explained that the program can accommodate 60 students in grades 9–10 and another 60 in grades 11–12. She stated that all funding comes from the state, participating school districts, and employer partners. Murphy noted that iJAG fosters a welcoming environment, which encourages students to enroll in the program in subsequent years. City Council Members commended the program and encouraged the students to continue sharing input with them.

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

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on May 5, 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 (attended virtually), 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

SWEARING IN

Mayor Cavanagh swore in Mayor Pro Tem Sprank.

PRESENTATIONS

1. LaMetra Murdock Receives Women's Leadership Network Women of Achievement Award: Assistant City Manager Cori Burbach recognized Multicultural Family Center Director LaMetra Murdock for receiving the Up and Coming Leader Award from the Women's Leadership Network (WLN).

PROCLAMATIONS

1. Building Safety Month (May 2025) was accepted by Building Code Advisory and Appeals Board Commissioner Corey Valaskey on behalf of the Building Code Advisory and Appeals Board and Inspection and Construction Services.

2. Mental Health Month (May 2025) was accepted by Brenna Burgart and Vicki Gassman on behalf of Mental Health America of Dubuque County.

3. Preservation Month (May 2025) was accepted by Historic Preservation Commission Chairperson Janice Esser and Assistant Planner Chris Happ-Olson on behalf of the Planning Services Department and the Historic Preservation Commission.

4. Neighborhood Associations Recognition was accepted by Thomas Lynn of the Tomahawk Neighborhood Association, Matthew Phelps of the Cleveland Park Neighborhood Association, and Chris Harrison of the Fenelon Hill Neighborhood Association on behalf of the Office of Shared Prosperity and Neighborhood Support and Dubuque's Neighborhood Associations.

5. Public Service Recognition Week (May 4-10, 2025) was accepted by Airport Administrative Support Professional Jenny Messerich on behalf of the City of Dubuque.

6. National Nurses Week (May 6-12, 2025) was accepted by Robert Wethal on behalf of MercyOne Dubuque.

7. Kids to Parks Day (May 17, 2025) was accepted by Jared McGovern on behalf of the Parks and Recreation Department and Dubuque Nature Everywhere.

8. Public Works Week (May 18-24, 2025) was accepted by Public Works Director Arielle Swift on behalf of the Public Works Department.

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 April 21, 22, 24, and 28, 2025; Historic Preservation Commission of February 20, 2025; Parks and Recreation Advisory Commission of March 11, 2025; Transit Advisory Board of March 20, 2024; Zoning Board of Adjustment from February 27, 2025; Proof of Publication for City Council Proceedings of March 31 and April 2, 3, and 7, 2025. Upon motion the documents were received and filed.

2. 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: Nathan and Shauna Peterson for vehicle damage; Susan Schueller for vehicle damage. Upon motion the documents were received, filed, and concurred.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 148-25 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.

4. Language Access Plan: City Manager recommended City Council approval of the language access plan in the amount of \$3,600 for fiscal year 2026 to ensure all residents, regardless of their language proficiency or ability, can access vital city services and information. Upon motion the documents were received, filed, and approved.

5. Assignment of Stormwater Facilities Fee Agreement for the Northwest Arterial Detention Basin for Lot 2 of Holliday Fourth Addition to Dubuque Hotel LLC: Upon motion the documents were received and filed, and Resolution No. 149-25 Consenting To The Assignment Of The Stormwater Facilities Fee Agreement Between The City Of Dubuque And QHQ Properties For The Northwest Arterial Detention Basin To Dubuque Hotel LLC was adopted.

6. Crescent Community Health Center Letter of Support for Health Resources and Services Administration (HRSA) Health Center Program Funding: City Manager provided a letter of support from Mayor Brad Cavanagh to the Department of Health and Human Services in support of Crescent Community Health Center's Fiscal Year 2026 Service Area Competition application for continued HRSA Health Center Program Funding. Upon motion the documents were received, filed, and approved.

7. City Letter of Support for William M Black Dredgeboat: City Manager recommended City Council approval of a letter of support for the Dubuque County Historical Society's application to the State Historical Society of Iowa's Historical Resource Development Program (HRDP) grant program. Upon motion the documents were received, filed, and approved.

8. Housing Commissioner Removal Recommendation: Housing Commission recommended City Council remove David Wall from the commission and declare the term vacant due to a lack of response in executing the oath of office and in replying to other city staff communications. Upon motion the documents were received, filed, and approved.

9. Community Development Block Grant (CDBG) Subrecipient Agreement - ZTM Sober Living: Upon motion the documents were received and filed, and Resolution No. 150-25 Authorizing Execution Of CDBG Subrecipient Agreement With ZTM Sober Living was adopted.

10. Schmitt Island Development Corporation Fundraising and Naming Request City Manager recommending City Council approval of the fundraising and naming recognition request made by Schmitt Island Development Corporation for the installation of benches on Chaplain Schmitt Island. Upon motion the documents were received, filed, and approved.

11. City IT Department Commercial Office Renovation Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 151-25 Accepting The City IT Department Commercial Office Renovation Project And Authorizing Final Payment To The Contractor was adopted.

12. Proposed Fiber Licensing Agreement – MVLink: City Manager recommended City Council approval of a Fiber Licensing Agreement between the City of Dubuque and Maquoketa Valley Electric Cooperative's internet service provider, MVLink. Upon motion the documents were received, filed, and approved.

13. Proposed Revised Project Statement to Master Co-location and Shared Services Agreement Between the City of Dubuque and Dubuque County: City Manager recommended City Council approval of a Revised Project Statement for the collaboration between the City and Dubuque County on providing fiber connectivity to the Emergency Operations Center and County Data Center under the Master Colocation and Shared Services Agreement in place between the City of Dubuque and Dubuque County. Upon motion the documents were received, filed, and approved.

14. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 152-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. Fiscal Year 2025 First Budget Amendment: Upon motion the documents were received and filed and Resolution No. 153-25 Setting The Date For The Public Hearing On Amendment No. 1 To The Fiscal Year 2025 Budget For The City Of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 19, 2025 in the Historic Federal Building.

2. Setting a Public Hearing for the Adoption of the Public Housing Authority Annual Plan for Federal Fiscal Year 2025: Upon motion the documents were received and filed and Resolution No. 154-25 Setting A Public Hearing To Review And Approve The Public Housing Authority Federal Fiscal Year 2025 Annual Plan was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 7, 2025 in the Historic Federal Building.

PUBLIC HEARINGS

1. 2025 Repair and Preventative Maintenance of the Iowa Street Parking Garage Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 155-25 Approval Of Plans,

Specifications, Form Of Contract, And Estimated Cost For The 2025 Repair And Maintenance Of The Iowa Street Parking Garage. Seconded by Sprank. In response to questions, Director of Transportation Services Ryan Knuckey stated that the parking garage was constructed between 1964 and 1968. He noted that while the goal is for the repairs to last 10 to 15 years, the actual lifespan will ultimately depend on usage. While installing a pitch was considered, it was deemed too costly, and a new membrane will be installed instead. Motion carried 7-0.

2. Resolution Approving a Development Agreement with FitzGerald EnterpriZes, L.L.C.: Motion by Sprank to receive and file the documents and adopt Resolution No. 156-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Fitzgerald EnterpriZes, L.L.C., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. City Council Members voiced support for the project, as well as for the agreement's language restricting short-term rentals. Motion carried 7-0.

ACTION ITEMS

1. Private Lead Service Line Replacement Pilot Program - Phase 1 Award Construction Contract: Motion by Sprank to receive and file the documents and adopt Resolution No. 157-25 Awarding contract for the Lead Service Line Replacement - Phase 1 Project. Seconded by Farber. In response to questions, Water Department Director Chris Lester noted that, as the first program of its kind in the state, the project estimate was challenging to determine. He added that the contract requires Phase 1 to be completed by the end of this year. Motion carried 7-0.

2. Proposed Ordinance Prohibiting the Feeding and Harassment of Bears: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. In response to questions, Ross Ellingson of the Iowa Department of Natural Resources (IDNR) and Brian Preston of Dubuque County Conservation explained that bears are food-motivated, and once they become accustomed to a consistent food source, it becomes more difficult for them to leave urban areas. Ellingson noted that the current estimate is four bears in northeastern Iowa, all believed to be male, though that has not been confirmed. Brumwell clarified that the proposed ordinance specifies that negligently making food available could result in citations, with the City retaining discretion in determining whether actions are considered negligent. Brumwell emphasized that the ordinance is intended to deter residents from interacting with or following bears, as such behavior can alter the animals' natural patterns. Public Health Director Mary Rose Corrigan advised residents to report bear sightings within city limits to the Police Department or the Health Services Department. Ellingson and Preston confirmed that sightings outside city limits should be reported to the IDNR or Dubuque County Conservation. City Council Members thanked staff for modeling the ordinance from other city codes and acknowledged that public behavior toward bears in past years was inappropriate. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 15-25 Amending City Of Dubuque Code Of Ordinances Title 7 Police, Fire, And Public Safety, Chapter 6 Animal Control And Adopting A New Article G Prohibiting The Feeding Of And Harassment Of Bears Within The Corporate City. Seconded by Roussell. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Roussell reported on recent tree planting events and the Arbor Day celebration.

Farber reported on the Visiting Nurses Association (VNA) and NAMI Dubuque recently hosting fundraisers.

Sprank reported on the annual Dubuque County Emergency Responder Training Facility fundraising event, the opening of the summer farmers market, attending neighborhood association meetings, the

City's upcoming employee recognition event, the Dubuque Labor Harvest food giveaway, and Dubuque Main Street's Architecture Days.

Wethal reported on the Fenelon Hill neighborhood association cleanup, the Forever 17 Foundation meeting with area high schools, and Hempstead and Wahlert High School students utilizing the riverwalk for prom pictures.

Jones reported on attending a Dubuque Racing Association (DRA) meeting, a local emergency management commission meeting, the workers memorial day event at the Labor Temple, the ribbon cutting for Roses and Berries, and the annual Dubuque County Emergency Responder Training Facility fundraising event. Jones also reported on the City recently adopting the Fiscal Year 2026 budget, Fire Chief Cal Motsch's recent retirement, and the 133rd infantry division's upcoming deployment.

Resnick reported on the Dubuque Symphony Orchestra and Heartland Ballet's performance of Swan Lake.

Cavanagh reported on attending Dubuque Senior High School's production of Peter and the Starcatcher, the Julien Dubuque International Film Festival (JDIFF), an Iowa League of Cities (ILC) meeting, and the Mississippi River Cities and Towns Initiative Midwest Climate Summit. Cavanagh also reported on speaking about the iJAG Program at Hempstead High School, sustainability at Dubuque Senior High School, and proposed property tax legislation in the Iowa Legislature.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:02 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 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 8:31 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:31 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, March 25, 2025

Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

Regular Meeting

Commissioners Present: David BARBA; Gail CHAVENELLE; Doug DONALD; Nick HALDER (chair); Shirley DAVIS-ORWOLL

Commissioners Absent: Aaron HEFEL; Franco MENCHACA

Staff Present: Bonnie SPURLING (Arts & Cultural Affairs Manager)

Public Present:

1. Call to Order / Assurance of Iowa Open Meeting Compliance

HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:31 PM.

2. Roll Call

Roll call was skipped due to no public being present.

3. Review and Approve Minutes from February 25, 2025.

BARBA motions to accept minutes with corrections, DONALD seconds. No further discussion. Vote unanimously passed.

4. Officer and Committee Appointments

Committee appointments for new Commissioners will take place at a future meeting.

5. Status Reports from Staff for Review and Acceptance

SPURLING provided an update that the Operating Support Grant closes on March 11, 2025. To date, there has been one completed submission and five in

progress. She also shared that the Special Projects Grant recently opened and will close on April 25, 2025.

SPURLING shared the next Creative's Café will take place on April 10, 2025, at Bluff Strokes. There will be a similar format as the previous event with five presentations being given by local creatives and representatives from arts and cultural organizations. Discussion followed about identifying ways to expand the reach of the Creative's Cafés.

6. Updates from Master Plan Working Groups

Nothing new to report currently.

7. Old Business

a. Commission Strategic Plan Goals- Reporting and Discussion

The grants committee has nothing new to report currently. The committee reviewing the Commission's ordinance will present their work as an agenda item under new business.

8. New Business

a. Proposed Arts & Culture Advisory Commission Ordinance Changes

Committee members, DONALD and DAVIS-ORWOLL have been working closely with the City Clerk's office to update the membership qualifications to better align with the Commission's current needs, as well as to provide clarity between the qualifications. Discussion took place among the Commissioners regarding the proposed changes. The committee will present the changes to the City's Legal department for their input before presenting a final version of the proposed changes to the ordinance to the Commission.

b. Art on the River Artist Contract Change

SPURLING shared that there will be an update made to the artist contracts for Art on the River, beginning this year, to provide more clarity as to the duration a piece is expected to be on display.

c. Art on the River Selections

SPURLING presented the 11 selected pieces, and four alternate pieces, that the jury recommends for the upcoming Art on the River. These pieces were selected from the 61 total applications.

DONALD motions to recommend the selected pieces, DAVIS-ORWOLL seconds. No further discussion. Vote was 4 Yeas, with CHAVENELLE abstaining, motion passed.

This recommendation will be added to the upcoming City Council meeting for their approval. Staff will finalize the information in preparation of announcing the selected pieces. The Commission expressed their

appreciation to the Arts on the River Committee, Staff, and the review panel for their dedication to this program.

9. Events and Engagement Reporting from Commissioners

10. Adjourn

Adjournment motioned by DAVIS-ORWOLL seconded by CHAVENELLE at 4:49 PM.

Next meeting(s): Regular Meeting – April 22, 2025.

Respectfully submitted:
Bonnie Spurling
Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on _____ April, 22, 2025

Witnessed By _____ *Nick Halder* (signature)
Nick Halder (printed)
Char (officer position)

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting April 24, 2025*

Present: Victor Lieberman, President; A. Alanda Gregory, Vice President; Andy Bland, Secretary; and Trustees, Diann Guns, Christy Monk, and Pam Mullin

- The Board approved library expenditures.
- The Board of Trustees celebrated an excellent Dubuque County Reads 2025. The author visit from Stephanie Foo (author of “What My Bones Know”) was a well-attended event, informational and engaging.
- Art @ your Library for June/July 2025 will feature artists from the Key City Creative Center. Works Cassie Beadle, Sandra Beisker, Gail Chavenelle, Brian Graham, Rich Lammer, David Olsen, Paul Pendola, Kurt Stierman, and Susan Tollefson will be on display through July 25. A First Friday opening reception will take place on June 6, 2025 from 5:30-7:30, with accompanying music provided by JazzQ.
- Brad Wilkening presented “Lessons on the Holocaust, which had a very nice turnout and received several complements on the presentation.
- Volunteers from John Deere helped replace mulch as part of the 2025 Days of Caring volunteer program.
- The Summer Reading Program kicks off June 2, with many wonderful programs and activities planned for all ages.
- Maggie Turza has accepted the Outreach and Communications Coordinator position for the library. Maggie is busy planning library presence at community celebrations such as National Night Out, Dubuque Pride, as well as planning a volunteer appreciation event for library volunteers.

Statistical Highlights	March Count
Total Checkouts	42,473
Total Visitors	20,142
Total Program Attendance	2,433
Total Computer/Wi-Fi Use	12,854

Library Board of Trustees



Victor Lieberman, Board President
Alanda Gregory, Vice-President
Andy Bland, Board Secretary
Robert Armstrong
Greg Gorton
Christy Monk
Pam Mullin



Nick Rossman, Library Director

CITY OF DUBUQUE - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 03/06/2025

TIME: 5:00 pm

LOCATION: Jule Operations and Training Center (JOTC) Circle Conference Room, 949 Kerper Blvd.

MEMBERS PRESENT: Lalith Jayawickrama, Robin Kennicker, Rachel Schmidt Boeke, Jake Kohlhaas, Sandra Evans

MEMBERS ABSENT: Dave McDermott (excused), Nolan Bielinski (excused)

STAFF PRESENT: Gina Bell

Kohlhaas called the meeting to order at 5:10 pm

TEST AGENDA

MINUTES APPROVAL:

February minutes need bullet point (i) adjusted to reach: Kohlhaas to Boles.

Motion to approve carried. 5 yays, 0 nays.

PUBLIC COMMENT: Taryn Richey joined to observe as a part of their classwork in Environmental Policy at the University of Dubuque.

New Business:

Sustainable Dubuque Grant – Due March 15; we will take a virtual vote after subcommittee makes recommendation. Motion to approve plan to form a subcommittee carries 5/0

Subcommittee members: Kennicker; Schmidt Boeke; will meet on 4/7 with staff.

Vote via email will occur during the week of April 7th and recommendation forwarded to City Council for April 21st meeting.

Old Business:

I. GHG inventory –

- a. Website is updated with preferred language per February meeting discussion. Bell will hyperlink “sustainability staff” on website.
- b. Grid clean up alone is not enough, City needs to do more. If we want to keep being a leader, City Council needs to budget for and consider climate action.
 - i. Letters of Support - Kohlhaas will finalize draft letter.

II. Letters of support

- a. An additional letter will support permanent Climate Action Coordinator position.

III. Workplan revisited/themes/focus areas

- a) Commission looks new – how do we want to get work done and what do we want to do?
 - a) City owned land: create scoring rubric (Provide ideas of how to treat the land/a

rating system and the value of those things?) Do we do this as a whole? Do we want to bring in an expert (Eric Schmechel is one idea)? Commissioner Schmidt Boeke could help – here or in a subcommittee.

- b) Unified Development Code (UDC) – Subcommittee – Jake Kohlhaas; Robin Kennicker
- c) Gardening Tour – Subcommittee forming, Commissioner Evans is recruiting members.
- d) City staff updates – work continues in large group
 - 1. Bike signage (have signs but not hung?)
 - 2. Paired recycling in city contracts (GRC, Imon)
 - 3. Deer and public health – RCAC will drop; program is functioning
 - 4. Brainstorm ideas of potential experts to talk to RCAC:
 - a. WRRRC visit with their updates and explain flare
 - b. Housing team

Commissioner Reports: How Did I Show Up?

Parks and Rec: Tuesday 3/11 at 5 pm at Council Chambers to discuss pet friendly parks

Valentine Park community garden sign ups are open for 2025.

Commissioner Schmidt Boeke will share a paid internship opportunity in Central Iowa on a farm.

Art Exhibit starting April 3 in Galena Art Center up through May

Important Dates: Growing Sustainable Communities Conference April 1-2, 2025

Climate Action Fest at Loras 4/3/2025

NEXT MEETING DATE: The next commission meeting will occur on April 23, 2025, at 5pm at the Jule Operations and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd.

ADJOURNMENT: The Commission adjourned at 6:16 pm.

Minutes approved by: _____

Jacob Kohlhaas, Commission Chair

Prepared by: _____

Gina Bell, Sustainability Director

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, April 2, 2025

Jule Operations & Training Facility, 949 Kerper Blvd.

Commissioners Present: Chairperson Matt Mulligan; Commission Members Martha Christ, Troy Froistad, Carrie Lohrmann, Rich Russell, and Teri Zuccaro

Commissioners Excused: Patrick Norton

Commissioners Unexcused: None.

Staff Members Present: Shena Moon and Travis Schrobilgen

CALL TO ORDER: The meeting was called to order by Chairperson Mulligan at 6:00 p.m.

MINUTES: Motion by Christ, seconded by Froistad, to approve the minutes of the March 5, 2025, meeting. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Russell, and Mulligan; Nay – none; Abstain – Zuccaro.

ACTION ITEM/FINAL PLAT: Application of Luke Hoffman, Kellhoff Properties, LLC to approve the Final Plat of Kellhoff Addition, 3196 Windsor Avenue (PIN 1013208001).

Jessalyn Simon, Buesing and Associates LLC, 1212 Locust Street, spoke on behalf of the applicant. She stated that the applicant is dividing a lot that contains an existing home in order to build a second house, and that the proposed house would be similar in size to those in the neighborhood.

Staff Member Moon detailed the staff report, noting the submitted final plat would divide the property into two lots. She stated that in the R-1 zoning district there is a 5,000 sq. ft. minimum lot size requirement and that as submitted, the two proposed lots would be approximately 3,279 square feet and 3,764 square feet and would require a waiver of the lot size requirement. She said the lots would otherwise be in substantial conformance with the Unified Development Code (UDC).

Commissioner Russell asked if the final plat meets lot frontage requirements and asked if a house would meet setbacks. Staff Member Moon stated that both lots would meet the minimum 50' street frontage requirement. She stated the existing home has a legally non-conforming front yard setback along Davis Street but all would comply with all other

required setbacks and the proposed home on the new lot would be compliant with all required setbacks. Staff member Schrobilgen noted that the UDC has a minimum size for single-family residences which is a width as 20 feet and overall footprint at 720 sq. ft.

Commissioner Lohrmann commented that the smaller lots seem to be in keeping with other smaller lots in the neighborhood.

Motion by Christ, seconded by Zuccaro, to approve the Final Plat of Kellhoff Addition, 3196 Windsor Avenue (PIN 1013208001) as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

ACTION ITEM/FINAL PLAT: Application of Jeffery Stein, Hy-Vee to approve the Final Plat of Hy-Vee Subdivision No. 2.

Dan Marti, Origin Design, 137 Main Street spoke on behalf of the applicant. He stated that the proposed plat had been reviewed and approved by the city about 20 years ago but was mistakenly not recorded at that time. This error was recently discovered and they are looking to remedy it by recording the plat.

Staff Member Schrobilgen detailed the staff report, noting the submitted Final Plat consolidates a number of lots into four new lots. He stated that the survey was originally reviewed and approved in 2005, but recording was never completed. He noted that four lots were being created, one for the gas station, one for the Hy-Vee Store, and then two, Lot A and Lot B, were to be dedicated to the city for public right of way and utility purposes. He said the proposed lots are in substantial conformance with the Unified Development Code.

Commissioners did not have any questions and found the request appropriate.

Motion by Russell, seconded by Froistad, to recommend approval of the Final Plat of Hy-Vee Subdivision No. 2 as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

PUBLIC HEARING/PUD AMENDMENT: Application of James Gantz to amend the Planned Unit Development by updating the conceptual development plan, amending the parking requirements, and adding multi-family residential as a principal permitted use for property located at 3125 Pennsylvania Avenue.

Jim Gantz, applicant, spoke on behalf of the project. He said the current PUD covers two properties located at 3125 and 3175 Pennsylvania Avenue (Applegate I and Applegate II, respectively) and they are looking to amend PUD to allow the 3125 Pennsylvania Avenue property to be converted from senior housing to non-age restricted market rate housing. He said that the Applegate I (3125 Pennsylvania) building was originally built in 1994, and at that time the developer received Section 42 Housing Tax Credits from the Iowa Finance Authority which restricted the property to be

limited to senior housing. He said the Section 42 Tax Credit came with income and rent restrictions as well.

Mr. Gantz noted that the bank initially owned the apartment buildings for 15 years and had constructed it as part of a community improvement initiative, and that his partnership has owned it for last 15 years. He explained that the Section 42 Tax Credit requires the property to be senior housing for 30 years and that the Applegate I (3125 Pennsylvania) just came out of compliance with that requirement. As such, he explained that they are now seeking to convert that building from affordable senior housing to non-age restricted market rate housing. He stated that they are seeking to remove the age restrictions in the PUD for the one property only and that the other property, Applewood II (3175 Pennsylvania) would remain as senior housing. He explained that Applewood II (3175 Pennsylvania) would come out of compliance with Section 42 in the next year; however, they plan to maintain the use on that property as senior housing.

Mr. Gantz discussed the site improvements being proposed to Applewood I (3125 Pennsylvania) which consists of a reconfiguration of the existing surface parking lot. He stated this is necessary in order to adhere to the 1.5 parking spaces per apartment requirement for multi-family residential housing per the City's code. He noted that senior housing only required .5 parking spaces per apartment. He stated that the Applewood II (3175 Pennsylvania) property does not have site area to provide the additional parking needed if they wished to convert it to non-age restricted residences which is one of the reasons why they plan not to convert that property.

Mr. Gantz stated that his partnership also owns the Woodlands Apartments which is a senior housing. He stated that based on his understanding of the market that filling Applewood I (3125 Pennsylvania) with market rate senior housing and thus they wished to allow for all ages to occupy the building. He said they are making a \$750,000 investment in the Applewood I (3125 Pennsylvania) property in order to upgrade the apartment building. He also said with the low-income status being removed the property will now be taxed as market rate and that assessments went up too. He concluded that the partnership has decided to allow the existing residents to remain in the building for two more years with the currently affordable rental rates in order for them to find alternative housing, if necessary.

Pat Johnson, 1852 Carter Road, spoke in opposition and noted that he submitted a petition. He read the statement on the petition into the record.

Roaslie Jahn, 1871 Carter Road, spoke in opposition and noted she signed the petition. She noted concerns with removing the 55+ limit and questioned what impact it might have on the other apartments and the neighbors.

Commissioner Lohrmann noted that most of the proposed renovations are good but noted the Section 42 process seems confusing and questioned what it would take to renew the tax credit. Commissioner Russell asked if the renewal process for Section 42

was guaranteed to be approved. Commissioner Mulligan asked for clarification on the concept plan.

Mr. Gantz responded to neighbors' concerns and addressed questions from the Commission. He said renewal of the tax credits was very competitive and that there is no guarantee of approval. He reiterated that Applewood II (3175 Pennsylvania) would not have the site area to accommodate the additional parking needed in order to convert the property. He stated that the concept plan for Applewood I (3125 Pennsylvania) would reconfigure and expand the existing surface parking lot in order to meet the 1.5 parking space per unit requirement. He clarified that Applewood III and IV, which are located toward the west, are under separate ownership.

Cody Austin also spoke in favor the project and stated that the revised site plan would eliminate one access drive from Pennsylvania Avenue. He stated the petition appears to be misleading as it states a hypothetical situation where all the Applewood Apartments properties, I through IV, would be converted from senior housing to non-age restricted market rate housing. He said only one building, Applewood 1 (3125 Pennsylvania), is proposed to be converted. He commented that if any use change were proposed to Applewood II (3175 Pennsylvania) in the future that it would be required to be reviewed by the ZAC and City Council.

Staff Member Moon detailed the staff report and concept plan. She stated that proposed amendment would allow only Applewood I (3125 Pennsylvania) to be converted to non-age restricted market rate housing and that Applewood II (3175 Pennsylvania) would remain restricted to senior housing. She noted that the Applewood I property is approximately 2.5 acres and is improved with a three-story residential building with a surface parking lot and underground parking lot. She noted the topography of the site which slopes downhill from east to west with an overall elevation change of approximately thirty-six (36) feet. She said the request is to amend the PUD to permit multi-family residences as a permitted use for the 3125 Pennsylvania Avenue property only. She noted that a letter of opposition was submitted from the property owner to the east and that an opposition petition was submitted which contains signatures of more than 20% of the property owners within the notification area, which triggers a supermajority vote at the City Council. Staff noted that the verbiage of the petition would be reviewed to address the applicant team's concern about its wording.

The Commission discussed the request. Commissioner Mulligan noted that receiving Section 42 Tax Credits from the Iowa Finance Authority is a very difficult and competitive process, and that approval was not guaranteed. He noted that there is a lot of senior housing in Dubuque. He stated that the applicant's partnership is their own neighbor in this instance and that they would want to protect each building's value. He said they are conforming to parking regulations and that it makes sense to convert. He stated that the amendment would not prohibit seniors from renting units in the building. He concluded that parking on adjacent streets did not appear to be an issue, as that would be a long walk to the subject site from any adjacent residential streets other than

Pennsylvania Avenue. Commissioner Russell noted that he is glad to hear that existing tenants are being accommodated for 2 years. Commissioner Christ noted that the applicant owns both Applewood I and II and that it would be in his own interest to maintain the sites and keep them nice for himself and the neighbors. Commissioner Lohrmann stated that she found the request to be an odd one and there is a potential for a domino effect of use changes to adjacent senior housing properties.

Motion by Zuccaro, seconded by Russell, to approve the PUD amendment as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Russell, Zuccaro, and Mulligan; Nay – Lohrmann.

ITEMS FROM PUBLIC: None

ITEMS FROM COMMISSION: None

ITEMS FROM STAFF: Staff Member Moon noted that the Unified Development Code update is moving forward and consultant is preparing a Technical Report which will be shared in the near future. She noted that staff also emailed board and commission members regarding a Iowa State Extension training opportunity and asked for those interested to please reply and confirm with staff. Commissioners Froistad, Lohrmann, and Zuccaro noted interest in attending.

ADJOURNMENT: Motion by Russell, seconded by Mulligan to adjourn the April 2, 2025 Commission meeting. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

The meeting adjourned at 7:05 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

May 7, 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:

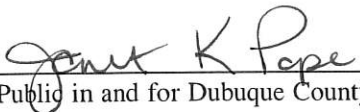
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and for which the charge is 54.15

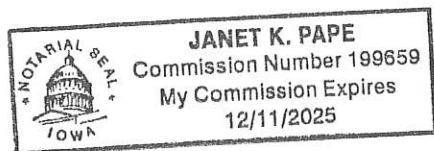


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 21st day of April, 2025



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 8, 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 (attended virtually), Sprank, Wethal; City Manager Van Milligen (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Airport Fiscal Year 2026 Budget Presentation: Airport Director Todd Dalsing. Mayor Cavanagh requested that Improvement Package No. 3 for an additional \$10,000 for advertising expenses, which was not recommended, be held for consideration during the final hearing to adopt the budget. In response to questions about why the improvement package was not recommended, Van Milligen referred to the package description, which indicated that the additional advertising was intended for events, rather than for commercial flights. As a result, Van Milligen concluded that the request did not align with the City Council's top priority on air service. Dalsing confirmed that, if approved, the funds could be spent on advertising for commercial air service, which City Council expressed support for. All seven Council Members concurred with holding the improvement package for discussion during the final budget hearing. Council Members requested a report be submitted for the final budget hearing outlining how the funds would be allocated toward commercial air service advertising if approved. They also acknowledged that a recurring improvement package request must be identified to offset the cost of this proposal if they chose to approve it.

2. Purchase of Services Fiscal Year 2026 Budget Presentation: Assistant City Manager Cori Burbach.

3. Planning Fiscal Year 2026 Budget Presentation: Planning Services Director Wally Wernimont.

4. Economic Development Fiscal Year 2026 Budget Presentation: Economic Development Director Jill Connors, Assistant Economic Development Director Ian Hatch, and Arts and Cultural Affairs Manager Bonnie Spurling. Clark Schloz, 2925 Burlington St., spoke on the City's engagement with developers, road use tax funds, and the Unified Development Code (UDC) update.

5. Finance Fiscal Year 2026 Budget Presentation: Chief Financial Officer Jennifer Larson, Purchasing and Risk Manager Tony Breitbach, and Utility Billing Supervisor Chris Vallee.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:43 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

STATE OF IOWA
DUBUQUE COUNTY

SS:

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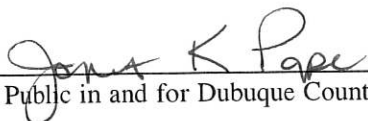
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and for which the charge is 60.42

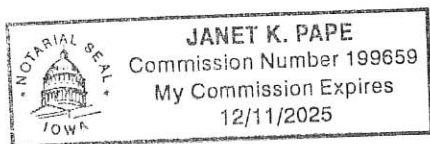


Subscribed to before me, a Notary Public in and for
Dubuque County, Iowa,

this 18th day of April, 2025



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 9, 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 (attended virtually), Sprank, Wethal; City Manager Van Milligen (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

PUBLIC HEARINGS

Parks and Recreation Director Marie Ware made introductory remarks for the department. City staff then presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Parks Fiscal Year 2026 Budget Presentation: Park Division Manager Steve Fehsal. Jean McDonald, 3120 Eagle Point Dr.; Sue Dillon, 3057 Westmore Dr.; John Dolter, 2111 Orchard Dr.; Kelly Lengeling, 1165 Arrowhead Dr.; Al Pline, 334 Angela Jean Cr., Tom Fondell, 2570 Shiras Ave.; Karen Rokusek, 14248 Augusta Ct.; Mary Klaas, 1605 Lincoln Ave.; Lynn LeBlanc, 2181 Orchard Dr.; Will Meyer, 1856 Rhomberg Ave.; and Rob McDonald, 3399 Eagle Point Dr., expressed concerns about the current condition of Eagle Point Park, noting the deterioration of several amenities, including the prairie, pavilions, and restrooms. They also inquired about the possibility of removing the out-of-service water tower. Several individuals suggested that community volunteers could assist with plant maintenance efforts. Wethal requested Improvement Package No. 3 for a full-time Maintenance Technician position, which was not recommended, be held for separate discussion at the final hearing to adopt the budget. Fehsal confirmed that the proposed position was not considered for a specific location, but that Eagle Point Park would be a good fit. All six City Council members present at the dais concurred with holding the improvement package for discussion at the final budget hearing. Roussells decision was not confirmed due to technical difficulties.

2. Recreation Fiscal Year 2026 Budget Presentation: Recreation Division Manager Dan Kroger.

3. Grand River Conference Center Fiscal Year 2026 Budget Presentation: Parks and Recreation Director Marie Ware.

4. ImOn Ice Center Fiscal Year 2026 Budget Presentation: Parks and Recreation Director Marie Ware.

5. Five Flags Civic Center Fiscal Year 2026 Budget Presentation: Parks and Recreation Director Marie Ware. Council Member Wethal proposed deferring the Downtown Tax Increment Financing (TIF) allocation for Five Flags by one year, recommending that \$750,000 budgeted for Fiscal Year 2027 be withheld and instead used as matching funds for grant applications supporting the establishment of a railroad quiet zone. While Sprank expressed support for the proposal, the remaining City Council Members opposed it, emphasizing the long-overdue improvements needed at Five Flags.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:23 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 4/18

STATE OF IOWA
DUBUQUE COUNTY

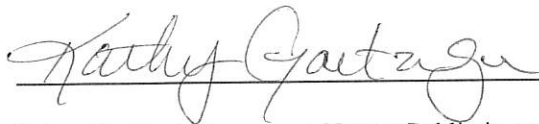
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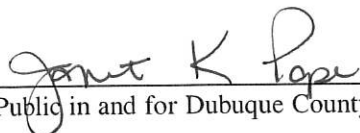
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and for which the charge is 38.76

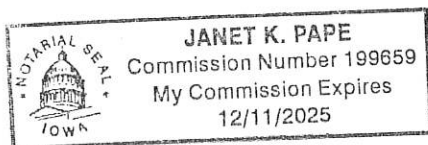


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 18th day of April, 2025



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 10, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Sprank, Wethal; City Manager Van Milligen (attended virtually).

Absent: Council Member Roussell.

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

ITEMS SET FOR PUBLIC HEARING

1. Set Public Hearing on Fiscal Year 2026 City Budget:
Motion by Jones to receive and file the documents and adopt Resolution No. 121-25 Setting The Date For The Public Hearing On The Fiscal Year 2026 Budget For The City Of Dubuque and Resolution No. 122-25 Setting The Date For The Public Hearing On The Five-Year Capital Improvement Program For Fiscal Years 2026 Through 2030 For The City Of Dubuque, setting a public hearing for a meeting to commence at 6:30 p.m. on April 28, 2025 in the Historic Federal Building. Seconded by Resnick. Motion carried 6-0.

PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Emergency Management Fiscal Year 2026 Budget
Presentation: Emergency Management Director Tom Berger.
2. Emergency Communications Fiscal Year 2026 Budget
Presentation: Emergency Communications Director Jessica George-Rethwisch.
3. Police Fiscal Year 2026 Budget Presentation: Assistant Police Chief Joe Messerich.
4. Fire Fiscal Year 2026 Budget Presentation: Fire Chief Amy Scheller.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:01 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

It 4/18

STATE OF IOWA
DUBUQUE COUNTY

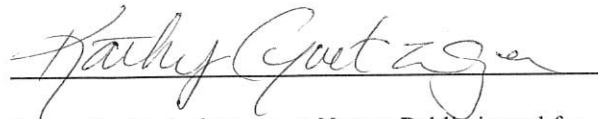
SS:

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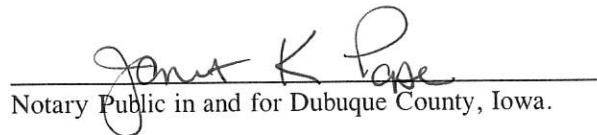
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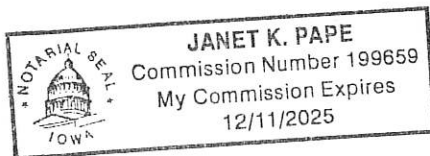
and for which the charge is 345.42



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

this 30th day of April, 2025


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:00 p.m. on April 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 (attended virtually), 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 to receive an update from Greater Dubuque Development Corporation.

WORK SESSION

Greater Dubuque Development Corporation Quarterly Update

President and CEO Rick Dickinson and Director of Workforce Programming Nic Hockenberry presented a quarterly update on Greater Dubuque Development Corporation (GDDC). In response to a question about potential uncertainty surrounding federal Head Start funding, Dickinson noted that GDDC and childcare providers are actively monitoring the situation.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 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 April 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 (attend virtually), 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

Breitfelder announced that the presentation recognizing LaMetra Murdocks Women's Leadership Network Women of Achievement Award was removed from this meeting and will be rescheduled to a future meeting.

PROCLAMATIONS

1. Community Development Week (April 21-25, 2025) was accepted by Catholic Charities Executive Director Tracy Morrison on behalf of the Housing and Community Development Department.

2. Arbor Day (April 25, 2025) was accepted by Tom Kramer on behalf of Dubuque Trees Forever.

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 March 31, and April 2, April 3, April 7, April 8, April 9, and April 10, 2025; Airport Commission of February 25, 2025; Community Development Advisory Commission of March 26, 2025;

Library Board of Trustees Update of March 27, 2025; Equity and Human Rights Commission of February 11, 2025; Proof of Publication for City Council Proceedings of March 25, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Nathan and Shauna Peterson for vehicle damage; Susan Schueller for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 123-25 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.

4. Sustainable Dubuque Community Grant Award Recommendation: Upon motion the documents were received and filed, and Resolution No. 124-25 Awarding Sustainable Dubuque Grant To American Legion Auxiliary; Resolution No. 125-25 Awarding Sustainable Dubuque Grant To The Grand River Center; Resolution No. 126-25 Awarding Sustainable Dubuque Grant To Saint Vincent De Paul; Resolution No. 127-25 Awarding Sustainable Dubuque Grant To The Bike Coop; Resolution No. 128-25 Awarding Sustainable Dubuque Grant To Roosevelt Middle School; Resolution No. 129-25 Awarding Sustainable Dubuque Grant To Westminster Presbyterian Church; and Resolution No. 130-25 Awarding Sustainable Dubuque Grant To Saint Mark Youth Enrichment were adopted.

5. First Amendment to Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street: Upon motion the documents were received and filed, and Resolution No. 131-25 Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Wilson House Apts, LLC was adopted.

6. Final Plat of Kellhoff Addition: Upon motion the documents were received and filed, and Resolution No. 132-25 Approving The Final Plat Of Kellhoff Addition, In The City Of Dubuque, Iowa was adopted.

7. Final Plat of Hy-Vee Subdivision No. 2: Upon motion the documents were received and filed, and Resolution No. 133-25 Approving The Final Plat Of Hy-Vee Subdivision No. 2, In The City Of Dubuque, Iowa was adopted.

8. Signed Contract(s): Offtaker Consent and Estoppel Certificate on the assignment of Eagle Point Energy- 1, LLC's interest in the Solar License and Power Purchase to KMDE, LLC; Lease Agreement with Dubuque Water Sports Club. Upon motion the documents were received and filed.

9. Improvement Contract(s), Performance, Payment, and Maintenance Bonds: Tricon General Construction, Inc. for the Bunker Hill Foundation Repair Project. Upon motion the documents were received, filed, and approved.

10. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 134-25 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.

11. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 135-25 Approving Applications

for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. 2025 Repair and Maintenance of the Iowa Street Parking Garage - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 136-25 2025 Repair And Maintenance Of The Iowa Street Parking Garage: 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 May 5, 2025 in the Historic Federal Building.

2. Resolution Setting Public Hearing on a Proposed Development Agreement with FitzGerald EnterpriZes, L.L.C.: Upon motion the documents were received and filed and Resolution No. 137-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Fitzgerald EnterpriZes, L.L.C., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 5, 2025 in the Historic Federal Building.

3. Proceedings to Set Public Hearing on June 2, 2025, for the Issuance of Not to Exceed \$761,000 Stormwater Revenue Loan and Disbursement Agreement Sponsorship Project Amendment 2024 Green Alley Project: Upon motion the documents were received and filed and Resolution No. 138-25 To fix a date for a public hearing on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$761,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

4. Proceedings to Set Public Hearing on June 2, 2025 for the Issuance of Not to Exceed \$1,600,000 Stormwater Revenue Capital Loan Notes (State Revolving Loan Fund Program) Bee Branch Gate and Pump Project: Upon motion the documents were received and filed and Resolution No. 139-25 To fix a date for a public hearing on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$1,600,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

Mayoral Selection of Appointment to the Civil Service Commission: One, 4-Year term through April 6, 2029 (Expired term of White). Applicants: Miquel Jackson, 2827 Pennsylvania Ave.; Dan White, 3580 Pennsylvania Ave. Mayor Cavanagh announced that he intends to appoint Jackson to the term. City Council vote on the appointment will occur at the June 2, 2025, City Council meeting in accordance with Iowa Code ?400.1.

Appointments were made to the following boards/commissions.

Zoning Board of Adjustment: One, 5-Year term through March 25, 2030 (Expired term of Ahlvin). Applicant: Keith Ahlvin, 264 S. Grandview. Motion by Jones to appoint Ahlvin to the term. Seconded by Resnick. Motion carried 7-0.
PUBLIC HEARINGS

1. Planned Unit Development Amendment - 3125 Pennsylvania Avenue: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Applicant Jim Gantz, 12241 Forest Meadow Dr., who owns the property, summarized the reason for amending the PUD as the expiration of Low-Income Housing Tax Credits (LIHTC) for the property under Section 42 of the Internal Revenue Code. Howard Riedel, 3125 Pennsylvania Ave. Apt. 112, Suzanne Rubenbauer, 3125 Pennsylvania Ave.; and Pat Willis, 3125 Pennsylvania Ave. Apt. 212, spoke in opposition to the amendment, citing the importance of the Applewood I Apartment Complex providing affordable housing to seniors. Rick Dickinson, 205 Hill St., spoke in favor of the amendment, emphasizing the communities need for housing. In response to a question from the City Council, Gantz clarified that Section 42 was not a subsidy but provided incentives such as favorable assessments. In response to a question about why a member of the Zoning Advisory Commission (ZAC) voted against the amendment, Commissioner Rich Russell, 2045 Embassy West Dr., stated he could not recall the specific reason but believed it may have been related to traffic concerns. City Council stated that understanding commissioners reasons for opposing a request would be helpful. City Council Members noted that they have no control over the expiration of Section 42 and expressed support for the amendment, emphasizing the citys continued need for housing. They also highlighted the careful consideration given to rezonings of this nature and encouraged open communication between property owners and tenants. Responding to questions, Brumwell stated that other provisions of the Fair Housing Act allow for certain qualifications of tenant populations and that landlords should consult with private legal counsel for guidance. In response to questions, Planning Services Director Wally Wernimont stated that the apartments proximity to nearby playgrounds had been reviewed and noted that a pedestrian access point to Carter Rd. is available. He also confirmed that the apartment complex will meet all requirements for multi-family residential use once additional parking is added. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 9-25 Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 23-93 And Adopting A PUD Planned Unit Development With A PR Planned Residential District Designation And Conceptual Development Plan. Seconded by Farber. Motion carried 7-0.

2. Resolution Adopting an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2025.1: Motion by Roussell to receive and file the documents and adopt Resolution No. 140-25 Adopting an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2025.1. Seconded by Wethal. Motion carried 6-0 with Farber not present at the dais when the vote was taken.

3. Old Mill Lift Station and Force Main Project - Phase II Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 141-25 Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the Old Mill Lift Station and Force Main Project - Phase II. Seconded by Wethal. Van Milligen summarized the need for a sewer rate increase and stated that all current users within the Catfish Creek sewer shed may continue utilizing the system, though each new project will require individual analysis. He noted that projects unable to obtain a permit from the Iowa Department of Natural Resources (IDNR) due to sewer shed capacity limitations could still pursue temporary solutions. While the City learned earlier this year that new hookups had to be restricted, Van Milligen stated that the City had previously anticipated capacity challenges, which have been accelerated by recent development, and that developers were engaged as soon as the capacity issues were confirmed. Brumwell referenced Iowa Code Section 567.64, which outlines wastewater regulations and specifies circumstances under which a construction permit is not required. City Engineer Gus Psihoyos stated that the replacement pipes will be wider and capable of handling increased flow. He also confirmed that the project is supported by secured American Rescue Plan Act (ARPA) funds. City Council Members acknowledged residents' frustrations with the capacity issues and stated that the project is costly and will take time to complete. Motion carried 7-0.

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., spoke on Action Item No. 2, providing input on the raises, longevity scale, and the sick leave benefit.

ACTION ITEMS

1. Heeb Street Reconstruction Project - Award Public Improvement Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 142-25 Awarding Public Improvement Contract For The Heeb Street Reconstruction Project. Seconded by Wethal. Motion carried 7-0.

2. Request for City Council Ratification of Teamsters Local 120, Bus Operators, July 1, 2025 Collective Bargaining Agreement (CBA): Motion by Jones to receive and file the documents and ratify the City of Dubuque/Teamsters Local 120 Bus Operators (BU-1158) Collective Bargaining Agreement to become effective July 1, 2025. Seconded by Farber. City Council Members emphasized the lengthy process involved in contract negotiations and the critical need to attract and retain high-quality employees. Motion carried 7-0.

3. Caldwell-Designed Structures at Eagle Point Park Historic Structure Report Receive and File: Motion by Jones to receive and file the documents and adopt Resolution No. 143-25 To Receive And File The Historic Structures Report (HSR) For The Caldwell-Designed Structures At Eagle Point Park, Funded In Part By The Jeffris Family Foundation Heartland Fund. Seconded by Sprank. City Council Members praised the report and Heritage Works involvement. Wernimont recognized Assistant Planner Chris Happ Olson, Park Division Manager Steve Fehsal, and Project and Facilities Manager Jared Charland for their work on this. Motion carried 7-0.

4. Parks and Recreation Advisory Commission Recommendation for Naming Rustic Point Subdivision Park: Motion by Roussell

to receive and file the documents and approve the Parks and Recreation Advisory Commission recommendation for naming Rustic Point subdivision park Rustic Point Park. Seconded by Farber. Motion carried 7-0.

5. Submission of Fiscal Year Ended June 30, 2024 Annual Comprehensive Financial Report (ACFR): Motion by Jones to receive and file the documents and hear the presentation. Seconded by Resnick. Finance Manager Brian DeMoss gave a presentation on the ACFR. David Irwin, Partner with the City's auditing firm Mauldin and Jenkins, spoke virtually about the annual audit. DeMoss confirmed that the ACFR is a public document and will be accessible on the City's website within the Finance Department's reports section. Assistant City Manager Cori Burbach confirmed that the reports available on the website date back to 1991. City Council congratulated city staff on the unmodified audit opinion. Motion carried 7-0.

6. Delivering Dubuque Video: Parks & Recreation: Motion by Jones to receive and file the documents and view the video. Seconded by Wethal. City Communications Office staff showed the "Delivering Dubuque" episode on the Parks and Recreation Department. The video can be viewed on the City of Dubuque YouTube channel at <https://youtu.be/Kxb1IvV38W4?si=KO5N9KAzt0JCcoEW>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Roussell reported on attending the Main Street America conference and Dubuque Trees Forever volunteers assisting at a Branching Out Dubuque event.

Jones reported on attending ribbon cuttings for Iowa Power and Wildflower Kids Dentistry, meetings for the Travel Dubuque Board and Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Board, and the annual Dubuque County Emergency Responder Training Facility fundraising event.

Farber reported on the Dubuque Fighting Saints in the Clarke Cup playoffs, the start of the Julien Dubuque International Film Festival (JDIFF), and co-presenting with Information Technology Special Projects Manager Chris Kohlmann to the National League of Cities (NLC) on the City's data center.

Cavanagh reported on Envision 2030, the Great Easter Egg Hunt at Comiskey Park, JDIFF, the Dubuque Fighting Saints, and attending numerous state legislative meetings.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:39 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:58 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:58 p.m.

/s/Adrienne N. Breitsfelder, CMC

City Clerk

4/30

STATE OF IOWA
DUBUQUE COUNTY

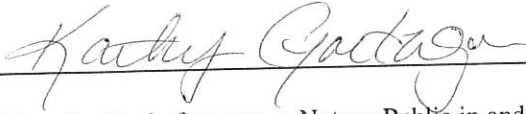
SS:

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:

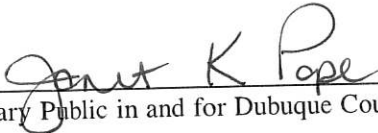
04/30/2025

and for which the charge is 34.20

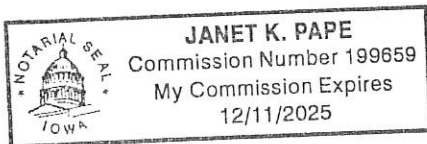


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 30th day of April, 2025



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 22, 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 (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Information Technology Fiscal Year 2026 Budget
Presentation: Special Projects Manager Chris Kohlmann and Interim Chief Information Officer Joe Pregler.
2. Water Fiscal Year 2026 Budget Presentation: Water Department Director Chris Lester. Clark Schloz, 2925 Burlington St., provided input on the cost of infrastructure projects and referencing the current rate of inflation as a factor for cost increases.
3. Water & Resource Recovery Center Fiscal Year 2026 Budget
Presentation: Water & Resource Recovery Center Director Deron Muehring.
4. Public Works Fiscal Year 2026 Budget Presentation: Public Works Director Arielle Swift. Clark Schloz, 2925 Burlington St., provided input on the previous fiscal years use of road use tax funds for safety apparel.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:56 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

It 4/30

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Vicki Carnicle
2. Claim by Dawn Hanson

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Gus Prihoda

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

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

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

1. Name of Claimant: Vicki Carniche
2. Address: 579 Lowell St
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563 588 0303
4. Date of Incident: December 16th
5. Time of Incident: 07:00 - 08:30
6. Location of Incident (Be specific): 7th street sidewalk a raised piece of sidewalk caused me to trip & fall
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Was made to come to my duty when cross sidewalk tripped over raised sidewalk and fell hitting my face broke my glasses, hurt my shoulder, hand & face
8. What were weather conditions like? Cold
9. Give name and address of any witnesses: City Court house personnel came
10. Did police investigate? (If so, give names of officers.)
Yes they filed report & followed to fairly Hospital. See police report filed
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
just my self

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

None that wasn't all ready there sidewalk

13. What other damages do you claim, if any? Broken glasses, and the ambulance charges and finally hospital ER.

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

See Police Report & Court personal Report Dec 16th.

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

the ambulance bill & hospital bill

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

injuries were taken by Police

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

no

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

Dated at Dubuque, Iowa this 5 day of May, 2025.

Jack Carroll

(Signature)

Jack Carroll

(Print Name)

(Rev. 9/24)

RECEIVED
2025 MAY 12 PM 12:16
City Clerk's Office
Dubuque, IA

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Arielle Swift

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

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

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

1. Name of Claimant: Dawn Hanson

2. Address: 11661 Lawndale St.

City: Dubuque State: Iowa Zip: 52001

3. Telephone Number: 563-213-2241

4. Date of Incident: 5/14/2025

5. Time of Incident: approx 8:16 am

6. Location of Incident (Be specific): in front of my residence at
11661 Lawndale Street - Dubuque IA 52001

7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)

my car was struck by garbage truck (city of Dubuque)

drivers side rear wheel (slashed tire fender pulled out broken lower
light.) city employee Doug White

8. What were weather conditions like? clear

9. Give name and address of any witnesses: unknown

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

yes - Officer Dane Bakken - Drinkall Badge #80

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

No

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

yes- drivers side (rear) hubcap & slash in tire- left rear
fender/bumper cracked/damaged-dent in rear left bumper & cracked
lower light

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

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

NO

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

4747.24 Plus deductible off 500.00 plus reimbursement
of car rental while car is fixed

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

I was inside my residence & my car was parked when it
was hit.

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

NO

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

Dated at Dubuque, Iowa this 14 day of May, 2025.

Dawn M. Hanson (Signature)

Dawn Hanson (Print Name)

(Rev. 9/24)

RECEIVED
2025 MAY 14 PM 1:37
City Clerk's Office
Dubuque, IA

City of Dubuque
City Council

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Concur
ATTACHMENTS:	
	1. ICAP 5 19 25

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 5/15/2025

RE: Claim Against the City of Dubuque by Vicki Carnicle

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Vicki Carnicle	5/12/2025	12/16/2024	Personal Injury

This is a claim in which Claimant alleges that Claimant tripped and fell on the sidewalk causing Claimant to be injured and Claimant's glasses to be broken.

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

cc: Michael C. Van Milligen, City Manager
Gus Psihoyos, City Engineer
Vicki Carnicle

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 5/15/2025

RE: Claim Against the City of Dubuque by Dawn Hanson

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Dawn Hanson	5/14/2025	5/14/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was struck by a City garbage truck.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Dawn Hanson

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

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

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

ATTACHMENTS:

1. Memo Council for 2025_05_19
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: May 12, 2025

Finance is submitting the following expenses to City Council for approval at the May 19, 2025, meeting. Payments on these expenses will be made May 21, 2025.

In addition, Finance is submitting expenses paid since May 7, 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 05-21-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 306.00	Parking Meter Enforcement Employee Uniforms
1800TShirts	66.00	Parking Meter Enforcement Employee Uniforms
1ST AYD CORP	258.84	Janitorial Supplies - JOTC Garage
563 DESIGN PLLC	2,385.00	MFC Design Professional Service Agreement
Aaron Lynn Healey	455.00	2025 AFTER SCHOOL TRACK COACH
ACCESS TECHNOLOGIES INC	5,903.00	MULTIFUNCTION MACHINE
ACCURATE ANALYTICAL TESTING	110.00	380 Bradley and 1660 Iowa Dust Wipes
ACCURATE ANALYTICAL TESTING	96.00	165 W 23rd Final Dust Wipes
ACCURATE ANALYTICAL TESTING	208.00	441 Burch and 858 S Grandview Dust Wipes
ACCURATE ANALYTICAL TESTING	208.00	2226 Washington and 1165 Cleveland Dust Wipes
ADB SAFEGATE AMERICAS, LLC	522.80	Airfield lighting vault service repair
ADDOCO INC	1,120.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	1,040.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	560.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	125.28	SEASONAL STAFF SHIRTS
AHMANN'S LAWN CARE INC	130.00	LAWN CARE AT MCGRAW HILL
AIRGAS USA LLC	2.70	Liquid Oxygen - FY25
AIRGAS USA LLC	2.70	Large Argon Tank Rental 4/1 - 4/30/25
AIRGAS USA LLC	5.40	Small Acetylene and Oxygen Tank Rentals 4/1 - 4/30
AIRGAS USA LLC	8.10	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2.70	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	16.20	LF Cylin Rental Acetylene, Argon, and Oxy Apr 202
AIRGAS USA LLC	38.23	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2,599.90	Airgas Tank & Vaporizer Rental - FY25
AIRGAS USA LLC	2,921.93	Liquid Oxygen - FY25
AIRGAS USA LLC	13.37	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,109.08	Liquid Oxygen - FY25
AIRGAS USA LLC	3,204.38	Liquid Oxygen - FY25
AIRGAS USA LLC	3,301.76	Liquid Oxygen - FY25
AIRGAS USA LLC	20.36	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,271.38	Liquid Oxygen - FY25
AIRGAS USA LLC	2,062.14	Liquid Oxygen - FY25
AIRGAS USA LLC	3,314.88	Liquid Oxygen - FY25
AIRGAS USA LLC	3,383.25	Liquid Oxygen - FY25
AIRGAS USA LLC	3,109.08	Liquid Oxygen - FY25
AJGX3	1,200.00	Screen Printing on Uniforms
Alaina Pottebaum	390.00	2025 AFTER SCHOOL TRACK COACH
Alizaya Silker	455.00	2025 AFTER SCHOOL TRACK COACH
ALL STAR ENVIRONMENTAL LLC	413.00	980 Thomas Nuisance Clean Up
ALLIANT ENERGY	2,787.45	0557811000 PORT RAMP FY25
ALLIANT ENERGY	50.10	Energy Costs for Various Locations
ALLIANT ENERGY	124.40	Energy Costs for Various Locations
ALLIANT ENERGY	23.74	2820 Brunswick St.-Alliant Energy (City Owned)
ALLIANT ENERGY	597.07	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
ALLIANT ENERGY	229.53	Energy Costs for Various Locations
ALLIANT ENERGY	18.10	Energy Costs for Various Locations
ALLIANT ENERGY	104.52	Energy Costs for Various Locations
ALLIANT ENERGY	213.48	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	416.20	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
ALLIANT ENERGY	90.63	Energy Costs for Various Locations
ALLIANT ENERGY	567.17	FY25: W. 5th Restrooms Electricity
ALLIANT ENERGY	303.14	Energy Costs for Various Locations
ALLIANT ENERGY	144.30	Energy Costs for Various Locations
ALLIANT ENERGY	55,499.39	FY2025 BLANKET PO - ELECTRICITY COSTS
ALLIANT ENERGY	28.26	Energy Costs for Various Locations
ALLIANT ENERGY	472.03	Energy Costs for Various Locations
ALTORFER INC	56.47	UNIT# 3104 Fuel Cap Replacement
ALTORFER INC	97.64	UNIT# 3453 New Filters for Hydraulic Service

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALTORFER INC	1,944.00	Maintenance service generator annex bldg
ALTORFER INC	1,391.00	UNIT# 3510 Monthly Generator Inspection
ALTORFER INC	1,908.00	maintenance service generator city hall
ALTORFER INC	3,105.00	UNIT# 3509 Perform Maintenance and Inspection
AMELIA K NOONAN	330.00	2025 AFTER SCHOOL TRACK COACH
AMERICAN LEGION POST 6	1,725.00	CITY OF DUBUQUE FLAGS
Andrew Szczesniak	5,000.00	YCAF-Sustainable 3D Printing Solution
ANN C SCHOBBER	176.00	FY25 RECREATION CLASS INSTRUCTOR
Ascendance Trucks LLC	13,080.48	UNIT# 3409 Repair Leaks in Cover & Cooling Lines
Ascendance Trucks LLC	854.58	UNIT# 2500 Replace Nitrogen Oxide Sensor
Ascendance Trucks LLC	1,788.08	Unit #2704 Turbocharger Actuator and Kit
Ascendance Trucks LLC	37.09	UNIT# 1903 LED Dome Cab Light
Ascendance Trucks LLC	582.72	UNIT# 1906 Replace Door Actuator, AC Heat Controls
AT&T Mobility National Accounts, LLC	2,872.40	Cellular Service for Department
AT&T Mobility National Accounts, LLC	1,369.29	APRIL 2025 PHONE-IPAD FEES
AT&T Mobility National Accounts, LLC	3,053.10	Public Works First Net Monthly Charges
AT&T Mobility National Accounts, LLC	1,321.32	IPHONES AND IPADS PARKS-APRIL 2025
Atlas Copco North America Inc	28,795.00	Portable Boiler Rental for the WRRR - part 2
Autohaus LTD	93.00	UNIT# 2602 Holder
AV FUEL	19,993.38	Aviation fuel for resale
AV FUEL	19,342.43	Aviation fuel for resale
AV FUEL	19,466.48	Aviation fuel for resale
AV FUEL	19,335.78	Aviation fuel for resale
AV FUEL	18,571.47	Aviation fuel for resale
Axon Enterprise, Inc.	3,391.08	Camera unit for Battalion 1 Vehicle
BARKER FINANCIAL LLC	8,297.65	TIF Spring2025/FY25
Bauer Built Inc	198.00	Bus Tire Repairs Gillig #2502, 2503, 2696
Bauer Built Inc	198.00	Bus Tire Repairs Gillig #2502, 2503, 2696
Bauer Built Inc	198.00	Bus Tire Repairs Gillig #2504, 2698
BB MURALS	1,000.00	AOTR 2025-2026 Exhibiting Artist-Polinator
BENJAMIN R HUNT	100.00	SOFTBALL UMPIRE
Benjamin Ray Henderson	300.00	2025 AFTER SCHOOL TRACK COACH
BENJAMIN W JOHANSEN	75.00	SOFTBALL UMPIRE
BIG A AUTO PARTS & SERVICE	107.95	UNIT# 4908 Front Wheel Alignment
BLACK HILLS/IOWA GAS UTILITY CO	45.47	FY25: 1805 Central Ave Suite 2 - Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	101.36	FY25: 1157 Central Ave - MFC Building Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	67.57	821 Garfield - Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	85.26	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	50.43	2820 Brunswick-Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	48.60	FY25 Gas Service for 300 Main, Suite 330
BLACK HILLS/IOWA GAS UTILITY CO	204.43	FY25: 1101 Central Ave - Colts Building Natural Ga
BLACK HILLS/IOWA GAS UTILITY CO	543.04	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	95.87	514 Angella St - Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	160.04	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	104.98	FY25: 1805 Central Ave Suite 1 - Natural Gas
Brandon Schueler	125.00	SOFTBALL UMPIRE
Brian Matthew Wulfekuhle	22.60	Accessible Sidewalks conf reimb
BRIANNE M BOALS	250.00	2025 AFTER SCHOOL TRACK COACH
BRUNE ENTERPRISES LLC	2,770.00	Lawn Mowing Services - FY24
Calsey Bradley	275.00	2025 AFTER SCHOOL TRACK COACH
CARADCO LANDLORD LLC	64,022.07	TIF Spring2025/FY25
CARMAC MANAGEMENT INC	8,236.95	TIF Spring2025/FY25
CARRICO AQUATIC RESOURCES INC	710.51	POOL CHEMICALS
CHAD M HAMILTON	250.00	2025 AFTER SCHOOL TRACK COACH
CHAVENELLE STUDIO METALWORKS	1,000.00	AOTR 2025-2026 Exhibiting Artist - "Flow of..."
CHRISTOPHER D RICHARD	24,000.00	"Housing Dept TIF grants - 1706"
CINTAS CORP	52.24	Various Maintenance - FY25
CINTAS CORP	19.45	Various Maintenance - FY25
CINTAS CORP	507.96	Various Maintenance - FY25
CINTAS CORP	14.29	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	14.29	FY2025 BLANKET PO - UNIFORMS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	137.93	Cintas Ramp Rugs FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	414.29	Various Maintenance - FY25
CINTAS CORP	191.53	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	168.74	Cintas Ramp Rugs FY25
CINTAS CORP	90.30	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	137.93	Cintas Ramp Rugs FY25
CINTAS CORP	191.53	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	412.17	Various Maintenance - FY25
CINTAS CORP	212.90	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	289.13	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	633.02	Rugs/Towels for the WRRC-FY25
CINTAS FIRST AID & SAFETY	96.74	FY2025 BLANKET PO - FIRST AID SUPPLIES
Coast to Coast Personal Transportation	578.00	Denver Air lost bags delivery
Cody Walen	22.60	Accessible Sidewalks conf reimb
COMMUNICATIONS ENGINEERING CO	4,239.00	XG Firewall Replacement
COMMUNICATIONS ENGINEERING CO	813.40	Addt. Fortinet Optics-Quote 054184
COMMUNICATIONS ENGINEERING CO	4,080.00	Virtualization environment for DLEC
COMMUNITY FOUNDATION OF GREATER DBQ	18,750.00	FY25 Contracted Svcs-Inc Dbq/CommF
COMMUNITY INCORPORATED	400.00	Denver Air Marketing - New service ORD-DBQ
COMMUNITY INCORPORATED	450.00	Summer Reading Ad
COMMUNITY INCORPORATED	400.00	Denver Air Marketing - New service ORD-DBQ
COMMUNITY INCORPORATED	50.00	Denver Air Marketing - New service ORD-DBQ
CONFERENCE TECHNOLOGIES INC	254.10	ASSORTED AV EQUIPMENT
CONSTELLATION NEW ENERGY GAS DIV	5,461.16	FY2025 BLANKET PO - GAS COSTS
CONSTELLATION NEW ENERGY GAS DIV	2,506.59	FY25: 50 W. 13th St - City Hall Natural Gas
CONSTELLATION NEW ENERGY GAS DIV	2,385.49	NATURAL GAS FOR PARKS
CONSTELLATION NEW ENERGY GAS DIV	3,704.95	Utility gas for library
Cooper Grams	40.00	Basketball Referee
Cooper Grams	90.00	Basketball Referee
Cottingham & Butler Inc	1,000.00	Job Evaluation Retainer
COURTNEY S WEINSCHENK	250.00	2025 AFTER SCHOOL TRACK COACH
DAN ARENSDORF CONSTRUCTION	8,275.00	Port Lot Snow Removal Feb 2025
DENISE C BLAKELEY-IHRIG	1,309.20	FY2025 BLANKET PO - CONSULTANT SERVICES
DEREK L PAULSON	260.00	Travel Reimbursement for conference in Orlando, FL
Dinges Partners Group	775.35	Helmet Fronts for New Hires
DITTMER RECYCLING INC	350.54	Weekly refuse and recycling pickup
DITTMER RECYCLING INC	105.00	FY2025 BLANKET PO - TRASH AND RECYCLING CHARGES
DITTMER RECYCLING INC	456.29	Landfill Fees - 20 yrd/2 yrd - FY25
Donald John Jedlicka	300.00	2025 AFTER SCHOOL TRACK COACH
Donny Does It LLC	828.57	CAMPGROUND MANAGER PAYMENTS FY25
DUANE J RICHTER	357.44	Travel Reimb - ISC West - Las Vegas
DUBUQUE COMMUNITY SCHOOL DIST	1,741.00	YCAF-AVC Prairie Signage (attn Rachel Evanhoff/Alt
DUBUQUE COMMUNITY SCHOOL DIST	712.32	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	3,699.87	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	51.93	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	108.24	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	1,840.23	FY2025 Franchise Fees
DUBUQUE COUNTY AUDITOR	1,500.00	Dubuque County Water Grants
DUBUQUE COUNTY E911 BOARD	1,089.36	Access Fees E911 Parking
DUBUQUE COUNTY E911 BOARD	8,533.32	emergency radio system access fee Apr/May/Jun
DUBUQUE COUNTY E911 BOARD	6,717.72	EMERGENCY RADIO SYSTEM ACCESS FEE-PARKS
DUBUQUE COUNTY E911 BOARD	1,906.38	FY2025 BLANKET PO - MONTHLY EDACS ACCESS FEE
DUBUQUE COUNTY E911 BOARD	3,358.86	Access Fees E911 Transit
DUBUQUE COUNTY RECORDER	21.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY SHERIFF	344.00	Sheriff Services for April 2025
DUBUQUE HOSE & HYDRAULICS	8.95	UNIT# 2691 Air Bag Side Roll Tubing Part
DUBUQUE HOSE & HYDRAULICS	357.26	SHOP Supplies - Grease Hose Ends
DUBUQUE HOSE & HYDRAULICS	40.25	UNIT# 3279 Engine Hose Coupler

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DUBUQUE HOSE & HYDRAULICS	89.48	UNIT # 3407 Engine Hoses and Tubing
DUBUQUE HOSE & HYDRAULICS	47.23	UNIT# 3406 Replace hose, clamps, crimps, couplers
DUBUQUE RACING ASSOCIATION LTD	41.06	3/24 DRA CEO Candidate Dinner
DUBUQUE RACING ASSOCIATION LTD	14.85	DRA Board Mtg Luncheons-April 2025
DUPACO COMMUNITY CREDIT UNION	122,435.14	TIF Spring2025/FY25
EAST CENTRAL INTERGOVERN ASSOC	220.00	16th St Detention Basin Culvert & Pumping Station
EAST CENTRAL INTERGOVERN ASSOC	440.00	16th St Detention Basin Culvert & Pumping Station
EASTERN IOWA ASPHALT MAINTENANCE IN	1,180.00	RESTRIPE ALL PAVEMENT MARKINGS
EASTERN IOWA ASPHALT MAINTENANCE IN	435.00	Pavement Restriping 100 E4th St
EBSCO SUBSCRIPTION SERVICE	7,674.23	Flipster Digital Magazine subscription
ECOLANE USA INC	4,166.32	Ecolane FY25 Annual Maintenance
ELECTRICAL ENG & EQUIP COMPANY	2,090.00	JOTC Generator PM
Elegance By Design	827.36	ST3-Window Blinds for Station 3
ELIZABETH A LAWLER	330.00	2025 AFTER SCHOOL TRACK COACH
ELIZABETH M KUHLE	275.00	2025 AFTER SCHOOL TRACK COACH
EMPLOYEE & FAMILY RESOURCES INC	900.00	Multiple Mediations
ENGINEERED EQUIPMENT SOLUTIONS INC	5,310.00	Boerger Seals for Centrifuge Feed Pump-Bld #70
ENVIRONMENTAL SYSTEMS RESEARCH INST	62,375.00	ESRI software
ENVIRONMENTAL SYSTEMS RESEARCH INST	12,205.00	ESRI Annual Licensing
EUROFINS ENV TESTING NORTH CENTRAL	8,174.50	DMASWA Envr. Testing Job J304315-1
EVOLOGIC INC	7,030.00	Replacement VFD for Catfish Lift Station
EXPRESS EMPLOYMENT PROFESSIONALS	1,220.56	C063 - Administrative Assistant 4/30/25
EXPRESS EMPLOYMENT PROFESSIONALS	1,220.56	C063 - Administrative Assistant 5/07/2025
FEDEX	11.34	Fed X Shipping Fee-Water Bottle Sample - Lead
FLINT HILLS RESOURCES LP	2,294.95	2025 Tack
FLOOR SHOW CORPORATION	2,151.75	6 Roller Shades for the Fed Bldg
FORCE AMERICA	130.63	STOCK - Rocker Switches
FORVIS, LLP	1,500.00	FY23 REAC Audit Certification
FOUR MOUNDS FOUNDATION	16,159.10	FY25 FOUR MOUNDS CDBG
FOUR MOUNDS FOUNDATION	4,118.80	Four Mounds_Purchase of Services Grant FY2025
FRANKLIN INVESTMENTS LLC	10,147.41	TIF Spring2025/FY25
FREE FLIGHT	19.04	Bike Maintenance/Bike Helmet
G & R TREE SERVICE INC	1,800.00	TREE REMOVAL-GRANDVIEW
G & R TREE SERVICE INC	1,650.00	Sanitary Sewer: Removal of Trees
Gardens of Dubuque LLC	16,444.04	TIF Spring2025/FY25
GAZAWAY & ASSOCIATES	67,958.00	WELU PARK PLAYGROUND INSTALLATION
GEISLER BROTHERS COMPANY	11,496.00	Replace Annex server room air
George Jackson	157.50	Reimbursement for Hotel Accomodations for ICC Conf
GIERKE ROBINSON COMPANY INC	1,715.80	Cutquick Saw
GIESE MANUFACTURING CO INC	27,096.59	TIF Spring2025/FY25
GILLIG LLC	844.04	UNIT# 2696 Front Drum Brakes
GILLIG LLC	700.72	UNIT# 2697 Replace Hub Assembly
GPM Environmental Solutions, LLC	12,651.00	Replacement Sampler for the WRRC
GRAY MEDIA GROUP, INC	800.00	03/10/25 Air Date
GRAYMONT WESTERN LIME INC	5,138.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,166.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,166.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREATER DUBUQUE DEVELOPMENT CORP	74.75	Workforce Solutions Breakfast Registration
GREEN INDUSTRIAL PROPERTIES LLC	50,879.39	TIF Spring2025/FY25
GRP & ASSOCIATES INC	108.00	Collection and Proper Disposal of Medical Waste
Hannah R Pepin	250.00	2025 AFTER SCHOOL TRACK COACH
HAPPY JOE'S PIZZA & ICE CREAM PARLO	190.50	Pizza for Fire Employees for Employee Appreciation
HAPPY JOE'S PIZZA & ICE CREAM PARLO	125.00	Pizza for City Employees
HAPPY JOE'S PIZZA & ICE CREAM PARLO	125.00	Pizza for City Employees
HARRIS MOTOR SPORTS	133.34	GOLF CART LEASE
HDR ENGINEERING INC	39,699.30	LF- Customer Convenience Center 12/01/24-12/28/24
HDR ENGINEERING INC	18,825.48	LF- Customer Convenience Center 12/01/24-12/28/24
HDR ENGINEERING INC	11,752.53	LF- Customer Convenience Center 12/01/24-12/28/24
HDR ENGINEERING INC	9,175.73	LF- Customer Convenience Center 12/01/24-12/28/24
HDR ENGINEERING INC	3,974.97	LF- Customer Convenience Center 12/01/24-12/28/24
HDR ENGINEERING INC	1,923.83	LF- Customer Convenience Center 12/01/24-12/28/24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HDR ENGINEERING INC	5,177.97	DMASWA TO 20 - Horiz Exp Permitting
HDR ENGINEERING INC	6,291.02	C9AAP2 Engineering
HEARTLAND VIDEO SYSTEMS INC	14,610.00	Broadcasting server educ. access channel_Loras
HEARTLAND VIDEO SYSTEMS INC	14,610.00	Broadcasting server educ. access channel_DCSD
HEATHER M NOETHE	300.00	2025 AFTER SCHOOL TRACK COACH
HENDERSON PRODUCTS INC	218.82	UNIT# 540004 Black Vinyl Tarp
HERBST UPHOLSTERY	425.00	REPLACE SEAT BACK COVER #4475
HERBST UPHOLSTERY	175.00	UNIT# 2615 Replace 2-Panel Bus Seat
HJD LANDLORD LLC	132,065.76	TIF Spring2025/FY25
HM Life Insurance Company	77,188.54	Stop Loss Insurance premium for May 2025
HOGLUND BUS CO INC	455.11	UNIT# 2614 HVAC Blower Motor Replacement
HORMEL FOODS CORPORATION	129,651.16	TIF Spring2025/FY25
HORNUNG'S GOLF PRODUCTS, INC.	402.05	PRO SHOP ITEMS
HOYNE LANDSCAPING & SNOW PLOWING	270.39	BASESTONE FOR EPP WATERLINE
HOYNE LANDSCAPING & SNOW PLOWING	350.00	DIRT AND STONE FOR EPP
HYGIENIC LABORATORY	85.50	Metals and Nitrates testing fee
IMWCA	5,524.75	TPA 411 payments - April 2025
IMWCA	48,185.78	TPA payments - April 2025
INFOSEND INC	10,517.18	April Infosend Charges
IOWA DEPARTMENT OF HUMAN SERVICES	36,357.54	GEMT Claims for June 2025
IOWA PUMP WORKS INC	15,964.00	E-One Pumps
IOWA PUMP WORKS INC	333.00	E-One Pump Temp Adapter Kit
IOWA PUMP WORKS INC	24,940.00	EOne Pump
J & R SUPPLY COMPANY	300.00	Storm sewer repair materials Broadway st
J & R SUPPLY COMPANY	2,400.00	Kent seal
J & R SUPPLY COMPANY	930.00	saw equipment
J & R SUPPLY COMPANY	2,529.00	SUPPLIES FOR TAPPING MAINS
J & R SUPPLY COMPANY	215.00	TAPPING SADDLES
J & R SUPPLY COMPANY	236.00	streets drain tile fittings
J & R SUPPLY COMPANY	1,000.00	frame, grate, curb box
J & R SUPPLY COMPANY	4,390.00	MATERIALS FOR TAP @ 1502 CENTRAL AVE
J & R SUPPLY COMPANY	6,900.00	MATERIALS FOR STREET OVERLAY PROJECT
James Cole	1,000.00	AOTR 2025-2026 Exhibiting Artist –“Verdi's Path
JAMIE L WEINER	455.00	2025 AFTER SCHOOL TRACK COACH
Jared Ostwinkle	117.77	Gas from Academy for new officers
Jason D Lehman	546.58	Lehman - IMLA Spring 2025 Travel
Jeffrey R Manders	39,074.42	TIF Spring2025/FY25
JESSICA L BRIMEYER	385.00	2025 AFTER SCHOOL TRACK COACH
JHTD PLAZA LLC	4,688.54	TIF Spring2025/FY25
JOHN A LIPHARDT	86.66	JPhiphardt Mileage
John Merigian	1,000.00	AOTR 2025-2026 Exhibiting Artist –“Homage...
Kanopy Inc	736.00	Kanopy Streaming Services for Adult collection
KARLENE J GALUSHA	390.00	2025 AFTER SCHOOL TRACK COACH
Katie M. Schmitt	250.00	2025 AFTER SCHOOL TRACK COACH
KENNETH J MEYER	135.00	Shop Use - 8 Mil Nitrile Torque Grip Gloves
KENNETH M MILLER	673.40	Transforming Local Government Conf 04/07-04/09/25
KEVIN C ESSER	703.62	Travel Reimbursement to Attend Conference
Key Lime Air Corp	312,362.41	Minimum Revenue Guarantee-SCASD Grant
KILBURG EQUIPMENT LLC	99.28	UNIT# 3417 Sight Gauge - Expert
KIM A HERRIG	492.50	FY25 Custodial Services for 300 Main, Suite 330
Kimley-Horn and Associates	29,889.50	LEISURE SERVICES MASTER PLAN FY25
Kora Em An Kol (KEAK)	5,000.00	YCAF-Low Waste Constitution Day
Kora Em An Kol (KEAK)	5,000.00	YCAF-Rhythm of a Changing Tide
Kora Em An Kol (KEAK)	5,000.00	YCAF-Voices of Resilience
KRUSER SEPTIC SERVICE INC	1,625.00	Sewer lateral inspection southgate
KRUSER SEPTIC SERVICE INC	360.00	FY25 - Lift Station Maintenance
KURT P WELAND	75.00	SOFTBALL UMPIRE
Kwik Trip Inc	26,163.87	Kwik Trip fuel ending 4/30/25
LAURA J ROUSSELL	473.43	4/6 LR_National Main St Conf_Philadelphia
Laura Merrick	575.00	city arts Op grant work
LeeAnn M Peterson	330.00	2025 AFTER SCHOOL TRACK COACH

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
LIFES A FEAST	225.00	Terminal restaurant subsidy
LORAS COLLEGE	4,280.00	YCAF-Outdoor Gathering Spaces
LORAS COLLEGE	6,250.00	SPRING 2025 4TH/5TH GRADE AFTER SCHOOL TRACK
Lynch Dallas PC	6,836.32	Lynch Dallas Legal - Civil Service Commission
MACQUEEN EQUIPMENT GROUP	1,069.94	STOCK - Air and Oil Filters
MARQUETTE HALL LLC	4,489.97	TIF Spring2025/FY25
Martha Beard	250.00	2025 AFTER SCHOOL TRACK COACH
MARTIN EQUIPMENT OF IL INC	(1,991.93)	unit 3453 seals, o-rings, snap rings, guards, bush
MARTIN EQUIPMENT OF IL INC	1,919.92	UNIT #3456 Hydraulic Cylinder Rod and Parts
MARTIN EQUIPMENT OF IL INC	3,300.07	UNIT#3456 Repair Machine Over Heating Issue
MARTIN EQUIPMENT OF IL INC	164.12	UNIT# 3453 Engine Hose and O Ring Replacements
Matt Herman	22.60	Accessible Sidewalks conf reimb
Matthew Dressler	61,450.00	441 Burch LHH Dressler
MAV RESTORATIONS LLC	2,350.00	480 Klingenberg Change Order 1
MCDERMOTT EXCAVATING	274,946.15	CONSTRUCTION OF 3 MINI PARKS
MEDICAL ASSOCIATES CLINIC PC	1,800.00	Psychology Coaching Sessions/Apr Wellness Visits
MEDICAL ASSOCIATES CLINIC PC	286.00	Psychology Coaching Sessions/Apr Wellness Visits
MEDLINE INDUSTRIES, LP	180,685.48	TIF Spring2025/FY25
MET X LLC	87,214.75	TIF Spring2025/FY25
MGT Impact Solutions, LLC	26,720.73	Temp Staff Hours & Temp to Hire Fee Nancy McCaul
MICHAEL J SULLIVAN	325.00	SOFTBALL UMPIRE
MICHAEL W WEIKERT JR	666.00	Collection and proper disposal of appliances
MID AMERICA METER	475.92	METER UME TESTING FEE - SERVICE
MIDWEST ALARM SERVICES INC	600.00	Fire and security system maintenance
Midwest Injection	33,991.00	Emergency Temp Pumping for Terminal Lift Station
MIKE FINNIN FORD LLC	519.96	STOCK - Brake Lining Kit Brake Rotor Assembly
MIKE FINNIN FORD LLC	165.00	UNIT# 4908 Install New Shift Interlock Solenoid
MIKE FINNIN FORD LLC	180.00	UNIT# 530002 Fuel Tank Filler Replacement
MIKE FINNIN FORD LLC	(65.18)	UNIT# 110002 Replace Window Motor Assembly
MIKE FINNIN FORD LLC	167.73	UNIT# 3410 Replace Cable Assembly
MIKE FINNIN FORD LLC	94.88	UNIT# 0915 Parts: Tube Assembly
MIKE FINNIN FORD LLC	149.96	UNIT# 2111 Replace Brake Rotor Assemblies
MILLER COMPANIES LLC	12,434.60	TIF Spring2025/FY25
MILLWORK HOTEL ASSOCIATES LLC	1,081.57	533 Loras Relocation Invoice 2
MIRACLE CAR WASH CORP	19.63	PATROL TRUCKS WASHED-APRIL 2025
MIRACLE CAR WASH CORP	55.76	FY25 Miracle Car Wash Corp
Mitchel Hammel	24.33	Accessible Sidewalks conf reimb
MOLLY S DAVIS	275.00	2025 AFTER SCHOOL TRACK COACH
Molly Spain	1,000.00	AOTR 2025-2026 Exhibiting Artist-Sounds...
MOLO OIL COMPANY	1,089.26	Federal Bldg Leaking roof drain
MOLO OIL COMPANY	43,823.03	MOLO Fuel Purchases - City & Dubuque Fire
MOLO PETROLEUM LLC	111.02	Bulk Fuel Purchases - Fire Department
MOLO SAND & GRAVEL COMPANY	52.89	1" CLEAN STONE-EPP
MOLO SAND & GRAVEL COMPANY	153.68	ROCK FOR PORT OF DBQ AREAS
MOLO SAND & GRAVEL COMPANY	166.60	ROCK FOR PORT OF DBQ AREAS
MOLO SAND & GRAVEL COMPANY	155.04	ROCK FOR PORT OF DBQ AREAS
MOLO SAND & GRAVEL COMPANY	161.84	ROCK FOR PORT OF DBQ AREAS
MORRISON BROTHERS CO	38.44	UNIT# 4473 Repair Lawn Trailer
MSA PROFESSIONAL SERVICES INC	894.32	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MTI DISTRIBUTING INC	165.95	TORO PARTS
MTI DISTRIBUTING INC	19.51	PROPERTY MAINTENANCE
MTI DISTRIBUTING INC	116.00	PROPERTY MAINTENANCE
MTI DISTRIBUTING INC	344.87	PROPERTY MAINTENANCE
MTI DISTRIBUTING INC	210.55	PARTS OF AN 855 SPRINKLER HEAD
MULGREW OIL COMPANY	2,258.61	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	1,673.52	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	567.57	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	454.30	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	2,029.75	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	2,181.98	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MULTICULTURAL FAMILY CENTER	5,000.00	YCAF-E Bike Library (Teen budget)

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MUNICIPAL COLLECTIONS OF AMERICA IN	1,648.02	Collection Fees for Utility Billing
MUNICIPAL PIPE TOOL CO LLC	167.93	captive screw
MUNICIPAL PIPE TOOL CO LLC	557.76	repair kit
MUNICIPAL PIPE TOOL CO LLC	5,492.52	UNIT# 2711 Rearview Camera Assembly - TV Truck
MYERS-COX CO	426.39	MISC FOOD PRODUCTS- MCALEECE
Ned Oberbroeckling	1,475.32	TIF Spring2025/FY25
NICHOLAS L ROSSMAN	229.92	Madison Conference Reimbursement
Nick Wilson	14.86	Accessible Sidewalks conf reimb
Nicole Beck	1,000.00	AOTR 2025-2026 Exhibiting Artist –"Oscill8
NIELAND REFRIGERATION	353.25	WALK-IN COOLER/FREEZER INSPECTION
Noel P Koch	300.00	2025 AFTER SCHOOL TRACK COACH
NORTH END NEIGHBORHOOD ASSOCIATION	759.01	NENA Family Fun Day 4/6/25
NORTHERN LIGHTS FOODSERVICE	541.89	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
ONMEDIA	1,500.00	Digital ad for seasonal employee recruitment
O'REILLY AUTOMOTIVE INC	10.49	UNIT# 1906 Plastic Weld Product
O'REILLY AUTOMOTIVE INC	40.28	UNIT# 2101 Parts: Lug Nuts
O'REILLY AUTOMOTIVE INC	(10.00)	UNIT# 10010 Starters
O'REILLY AUTOMOTIVE INC	37.47	STOCK - Quart Brake Fluid
O'REILLY AUTOMOTIVE INC	94.50	Stock Item - Relay Switch
O'REILLY AUTOMOTIVE INC	52.38	Unit# 0914 New Wiper Blades
O'REILLY AUTOMOTIVE INC	148.58	UNIT# 5319 Bracket Caliper & 3 Volt Battery
O'REILLY AUTOMOTIVE INC	45.60	STOCK - Exhaust Parts
O'REILLY AUTOMOTIVE INC	4.29	SHOP USE - Super Glue
O'REILLY AUTOMOTIVE INC	287.26	UNIT# 3206 New Battery
O'REILLY AUTOMOTIVE INC	22.98	UNIT# 3406 Car Fogger
O'REILLY AUTOMOTIVE INC	69.99	UNIT# 3251 Battery Tender
O'REILLY AUTOMOTIVE INC	78.00	UNIT# 4904 Replace Semi-Met Brake Pad SM1334
O'REILLY AUTOMOTIVE INC	118.98	Unit# 4904 Bracketed Caliper Replacement
O'REILLY AUTOMOTIVE INC	67.45	UNIT# 4904 Brake Hose Replacement
O'REILLY AUTOMOTIVE INC	154.53	UNIT# 0915 Replace Pulleys and Belts
ORIGIN DESIGN CO	4,009.50	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	417.25	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	4,977.75	PROFESSIONAL SVCS - LEAD SVC LINE REPL. PROJ
ORIGIN DESIGN CO	15,343.55	Kerper Lift Station Consulting Engineering
ORIGIN DESIGN CO	2,400.00	DUBUQUE SHALLOW WELL FIELDS FIBER PATH PERMITTING
ORKIN LLC	80.40	Pest Control for the Landfill 05/01/25
ORKIN LLC	226.19	MSC pest control
ORKIN LLC	300.00	Pest Control - JOTC - Odd Job
Otocast, LLC	1,375.00	"Otocast for AOTR"
OVERHEAD DOOR COMPANY	112.00	ST5-Overhead Door Maintenance
OVERHEAD DOOR COMPANY	177.00	REPAIR MECHANIC SHOP DOOR
PARK PLANET	899.00	MIRACLE LEAGUE PLAYGROUND PARTS
PASSPORT LABS INC	1,784.75	Passport Parking Meter App FY25
PEGGY S ABIDI	118.37	MILEAGE REIMBURSEMENT-ABIDI
PER MAR SECURITY SERVICES	233.52	FY25: Federal Building - Monitoring Services
PHELPS THE UNIFORM SPECIALISTS	48.19	Uniform cleaning for mechanic; shop towels cleanin
PHELPS THE UNIFORM SPECIALISTS	48.19	Uniform cleaning for mechanic; shop towels cleanin
PHELPS THE UNIFORM SPECIALISTS	48.19	Uniform cleaning for mechanic; shop towels cleanin
PIGOTT INC.	398.82	HDQ-Additional Accessories for Conference Room
PLUMB SUPPLY COMPANY	6,221.15	Bld #70 Pressure Regulator Valve
PORTZEN CONSTRUCTION INC	156.00	MSC BOILER CHECK
PRAIRIE FARMS	8,227.20	TIF Spring2025/FY25
QUAD OPTICAL SERVICES LLC	2,832.20	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	9,793.20	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	6,964.80	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	2,187.60	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	2,944.80	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	5,348.40	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	9,432.00	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	3,526.40	Fiber Builds - Ancillary Services
QUEEN B RADIO WISCONSIN INC	304.00	Denver Air Conn Marketing - New service ORD-DBQ

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
R & J Window Cleaning LLC	650.00	WINDOW CLEANING & PRESSURE WASHING- POD MARINA
RACOM CORPORATION	330.00	Replace K9 Module
RACOM CORPORATION	687.50	Terminal internet access points replacement
RACOM CORPORATION	195.00	Terminal internet access points replacement
RADIO DUBUQUE INC	396.00	Ad: Parks & Rec - Seasonal Recruitment
RADIO DUBUQUE INC	300.00	Denver Air Conn Marketing - New service ORD-DBQ
RAPIDS REPRODUCTION INC	209.10	Federal Bldg plan duplication printing
RAPIDS REPRODUCTION INC	487.15	LEAD SERVICE LINE REPLACEMENT PHASE 1
RAPIDS REPRODUCTION INC	297.00	Ink and paper supplies for the plotter
Rarestep Inc	1,200.00	Annual Renewal - Fleet Management Software
RAYMOND L GOEDERT	50.00	SOFTBALL UMPIRE
RDG PLANNING & DESIGN	49,156.62	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	155.00	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	30,515.89	Q Casino Amphitheater Planning-New PO w/New Coding
Restoration & Renovation Services, LLC	17,852.80	Locust St Ramp Door Frames
RILCO, Inc	483.00	Def Bulk
RILCO, Inc	3,366.25	Bulk Fluids Fill - Hydraulic Oil, Motor Oil, Def
RITE HITE	68,495.52	TIF Spring2025/FY25
RIVER CITY STONE	75.95	Tomahawk ADA
RIVER CITY STONE	171.68	ada ramps
ROASTING SOLUTIONS LLC	34,770.87	TIF Spring2025/FY25
ROCHESTER ARMORED CAR CO INC	385.36	DMA SWA Armored Car Service
Rock Valley Physical Therapy	19,965.00	Employee Physicals
ROSHEK PROPERTY LLC	245,639.66	TIF Spring2025/FY25
ROUSSELOT INC	7,492.58	TIF Spring2025/FY25
RSM US LLP	54,134.89	Professional Services for Audit
SADLER POWER TRAIN INC	(136.10)	Inv 0310206542 690P72 7Way Plastic Socket Connect
SADLER POWER TRAIN INC	265.20	SHOP USE - Sontax Grease Tubes
SADLER POWER TRAIN INC	8.20	UNIT# 4051 Open Back Grommets
Sage Soppe	275.00	2025 AFTER SCHOOL TRACK COACH
SAMANTHA A SCHUELLER	43.59	Intel Conference-1 day
Schadl Incorporated	308.20	ST5-Kitchen Drain Line Backed Up
Schadl Incorporated	28,967.84	Ruby Sutton Bldg - Sewer Lateral Lining
Schadl Incorporated	1,305.20	Landfill General Plumbing- Shop Pit Maint.
SEAN W BUERGER	250.00	2025 AFTER SCHOOL TRACK COACH
Sewer AI Corporation	874.10	AUTOCODE PACP, LACP, & MACP Services-Pay as you Go
SIMMONS PET FOOD INC	207,941.22	TIF Spring2025/FY25
SOFTCHOICE CORPORATION	105,374.61	Microsoft licensing required for CentralSquare.
SPAHN & ROSE LUMBER	63,543.14	TIF Spring2025/FY25
ST LUKES HEALTH - UNITYPOINT CLINIC	233.00	Random drug and alcohol tests
STEARNS, CONRAD, SCHMIDT CONSUL ENG	1,345.27	2025FY Air Quality Services
Stephanie Juergens	250.00	2025 AFTER SCHOOL TRACK COACH
Stephanie Lynne Lambe	330.00	2025 AFTER SCHOOL TRACK COACH
STEVEN E VAN VLECK	360.00	2025 AFTER SCHOOL TRACK COACH
STRAND ASSOCIATES INC	5,000.00	Phase I 2024 MCC & PLC Upgrades-WRRRC
STRAND ASSOCIATES INC	2,833.94	WRRRC SCADA Set Up/On Demand Svcs-FY25-26
STRAND ASSOCIATES INC	650.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	671.98	WRRRC Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	11,000.00	CONSTRUCTION INSPECTION SERVICES-BUNKER FOUNDATION
STRAND ASSOCIATES INC	586.52	WRRRC Roadmap-Single Shift Operations/SCADA Review
STRAND ASSOCIATES INC	177.03	UBBC Railroad Culverts & Sanitary Sewer Crossing
STRAND ASSOCIATES INC	1,278.36	UBBC Railroad Culverts & Sanitary Sewer Crossing
SUSAN M KELLY	330.00	2025 AFTER SCHOOL TRACK COACH
Susan Noonan	420.00	2025 AFTER SCHOOL TRACK COACH
SYDNEY A PREGLER	8.05	S Pregler mileage reimbursement
TERRACON CONSULTANTS INC	10,000.00	SOIL BORING SERVICES FOR BUNKER FOUNDATION
TERRACON CONSULTANTS INC	30,028.75	Geotechnical Eng Srv Old Mill Pumping Station Forc
THE DUBUQUE ADVERTISER	950.00	Ad-Airport DBQ-ORD Service
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE FISCHER COMPANIES	80.00	April EHR FY25 Parking - 2 spaces
THE FISCHER COMPANIES	4,500.35	TIF Spring2025/FY25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THE LOCKSMITH EXPRESS	240.00	SERVICE CALL AND INSTALL
THE LOCKSMITH EXPRESS	55.00	Keys for TAc Lockers
THOMPSON TIRE & RETREAD	2,316.30	UNIT# 2703 Tire Replacements
THOMPSON TIRE & RETREAD	1,022.88	UNIT# 3403 Tire Replacement (4)
THOMPSON TIRE & RETREAD	356.44	UNIT# 3413 (2) Tires Replacement
THOMPSON TIRE & RETREAD	256.00	UNIT# 2696 Align & Balance Two Steer Tires
THOMPSON TIRE & RETREAD	132.00	UNIT# 130003 Repair Flat Tire
THREE AMIGOS LLC	6,119.27	TIF Spring2025/FY25
THREE RIVERS FS INC	282.00	LF SPECTRA LUBE RED GREASE #2 TUBE
THREE RIVERS FS INC	1,650.00	LF- Windshield Washer Fluid bulk 05/08/25
TIARA D GOOCH	385.00	2025 AFTER SCHOOL TRACK COACH
Tim Adams	1,000.00	AOTR 2025-2026 Exhibiting Artist –"Lupine"
TIM WILLIS WINDOW CLEANING LLC	210.00	Monthly MSC Window Cleaning
TIMOTHY L SPECHT	8,750.00	858 S Grandview Lead Invoice 2
TIMOTHY P GOTTSCHALK	75.00	SOFTBALL UMPIRE
TM Inc	330.00	Mail Courier Service
Tonner Clewell	23.70	Accessible Sidewalks conf reimb
TOWER OPTICAL COMPANY	41.52	VIEWING TOWERS -EPP
TOWNSQUARE MEDIA LLC	800.00	Seasonal employee recruitment - Parks & Rec
TRICON CONSTRUCTION GROUP	2,183,402.13	Old Mill Lift Station and Force Main
TRISTA M DAVID	360.00	2025 AFTER SCHOOL TRACK COACH
TRUCK EQUIPMENT INC	1,008.92	STOCK - Wide Sweep Broom Model VT650
TSCHIGGFRIE EXCAVATING	6,959.75	Access Drive for Lake Ridge Lift Station
TURPIN DODGE OF DUBUQUE LLC	42.71	UNIT# 2702 Pressure Sensor Replacement
TURPIN DODGE OF DUBUQUE LLC	1,552.81	UNIT# 110010 Replace Exhaust Manifolds
TURPIN DODGE OF DUBUQUE LLC	(985.50)	unit 4909 steering/suspension parts
TURPIN DODGE OF DUBUQUE LLC	(351.75)	UNIT# 2702 Frame - Frohold
Uniform Den East, Inc.	91.13	Uniforms for new hires
Uniform Den East, Inc.	253.68	Uniforms for new hires
Uniform Den East, Inc.	91.13	Uniforms for new hires
UNITY POINT FINLEY OCCUPATIONAL HEALTH	1,064.00	DDTF Physical
UNIVERSITY OF DUBUQUE	3,100.00	YCAF-E. Coli in Dubuque's Waters
US Foods	103.65	MISC FOOD PRODUCTS FOR BHGC
VERIZON WIRELESS SERVICES LLC	103.74	Fixed Route Signs Data
VERIZON WIRELESS SERVICES LLC	402.12	Fixed Route Rangers Data
VERIZON WIRELESS SERVICES LLC	411.78	Staff cell phones and data for surface tablets
VERNON C WILLITS	1,000.00	AOTR 2025-2026 Exhibiting Artist –"Stainless River
Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
WALTER DEVELOPMENT LLC	163,210.13	TIF Spring2025/FY25
WATER SOLUTIONS UNLIMITED INC	11,456.36	FY2025 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WB McCloud & Co, Inc.	561.80	Pest Prevention - monthly
WB McCloud & Co, Inc.	280.90	Pest Prevention - monthly
WELU PRINTING COMPANY	372.13	engineering note pads
WELU PRINTING COMPANY	526.20	Window Envelopes: Bulk Water Inv, Backflow Letters
WELU PRINTING COMPANY	78.20	Business Cards for Green, Kutsch
WELU PRINTING COMPANY	69.04	FY25 Business Cards
WELU PRINTING COMPANY	1,126.63	BRANCHING OUT DBQ POST CARDS-MAILING SERVICE
WEX HEALTH INC	1,062.51	FY25 COBRA, Commuter, FSA Admin - April 2025
White Cap LP	885.30	form release
WHKS AND COMPANY	359.46	WHKS Task Order22 Blum Structural
WILLIAM C FRYE	85.00	TRAVEL REIMBURSEMENT 5/1-5/2/25
William F Campbell	21.49	Accessible Sidewalks conf reimb
WILMING INVESTMENT COMPANY	35,271.99	TIF Spring2025/FY25
ZIMMER & FRANCESCON INC	1,252.71	Bradley Street Lift Station Parts (restock)
ZTM SOBER LIVING LLC	8,300.00	FY2025 Subrecipient Agreement _ZTM Sober Living
	<u>\$ 6,386,336.35</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1014068	5/14/2025	ADVANTAGE SHEET METAL INC	\$	190.00 HVAC Services Seasonal PM City Hall
1014068	5/14/2025	ADVANTAGE SHEET METAL INC		152.50 HVAC Services Seasonal PM City Hall
517500	5/14/2025	AETNA		94.37 AMBULANCE REFUND
1014026	5/14/2025	AHLERS & COONEY PC		7,284.50 Sageville Annexation
1014026	5/14/2025	AHLERS & COONEY PC		195.00 ITC Franchise Ordinance
1014051	5/14/2025	AIRGAS USA LLC		20.36 Medical Oxygen for Ambulances plus Lease Renewal
1014051	5/14/2025	AIRGAS USA LLC		13.50 Medical Oxygen for Ambulances plus Lease Renewal
1014051	5/14/2025	AIRGAS USA LLC		71.26 Medical Oxygen for Ambulances plus Lease Renewal
517501	5/14/2025	ALLEN BENSON		24.52 AMBULANCE REFUND
517466	5/14/2025	ALLIANT ENERGY		72.86 ELECTRIC BILLS FOR FY25
517466	5/14/2025	ALLIANT ENERGY		3,652.77 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		57.81 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		131.11 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		29.63 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		135.24 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		33.11 Energy Costs for Various Locations
517467	5/14/2025	ALLIANT ENERGY		28.29 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		35.42 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		88.62 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		85.75 ELECTRIC BILLS FOR FY25
517466	5/14/2025	ALLIANT ENERGY		3,381.13 ELECTRIC BILLS FOR FY25
517466	5/14/2025	ALLIANT ENERGY		1,497.36 UTILITY EXPENSE - ELECTRICITY
517466	5/14/2025	ALLIANT ENERGY		10,117.82 ALLIANT 4392701000 Ramps/Lots FY25
517466	5/14/2025	ALLIANT ENERGY		87.21 Alliant 6477860931 12th Elm Lot FY25
517466	5/14/2025	ALLIANT ENERGY		2,509.43 Alliant 1522511000 5th St Ramp FY25
517466	5/14/2025	ALLIANT ENERGY		373.29 Alliant 1477501000 5th Bell Lot FY25
517466	5/14/2025	ALLIANT ENERGY		471.22 0557811000 PORT RAMP FY25
517467	5/14/2025	ALLIANT ENERGY		22.69 Alliant 0539621000 12th Bluff Lot FY25
517466	5/14/2025	ALLIANT ENERGY		708.85 ELECTRIC BILLS FOR FY25
517466	5/14/2025	ALLIANT ENERGY		52.73 ELECTRIC BILLS FOR FY25
517466	5/14/2025	ALLIANT ENERGY		31.08 ELECTRIC BILLS FOR FY25
517467	5/14/2025	ALLIANT ENERGY		27.83 ELECTRIC BILLS FOR FY25
517466	5/14/2025	ALLIANT ENERGY		51.18 514 Angella St - Alliant Energy (City Owned)
517466	5/14/2025	ALLIANT ENERGY		168.60 FY25 Electrical Service for 300 Main, Suite 330
517466	5/14/2025	ALLIANT ENERGY		3,008.43 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		10,318.24 Energy Costs for Various Locations
517466	5/14/2025	ALLIANT ENERGY		14,400.62 WRRRC Lift Stations - Electricity Expense FY25
1014067	5/14/2025	Amazon Capital Services, Inc.		129.59 Supplies for programs, patrons, and maintenance
1014067	5/14/2025	Amazon Capital Services, Inc.		250.94 Supplies for programs, patrons, and maintenance
1014067	5/14/2025	Amazon Capital Services, Inc.		502.46 Supplies for programs, patrons, and maintenance
517482	5/14/2025	AREA RESIDENTIAL CARE		153.93 FY2025 Franchise Fees
517482	5/14/2025	AREA RESIDENTIAL CARE		101.07 FY2025 Franchise Fees
517482	5/14/2025	AREA RESIDENTIAL CARE		62.60 FY2025 Franchise Fees
517482	5/14/2025	AREA RESIDENTIAL CARE		252.67 FY2025 Franchise Fees
517482	5/14/2025	AREA RESIDENTIAL CARE		188.08 FY2025 Franchise Fees
517482	5/14/2025	AREA RESIDENTIAL CARE		119.60 FY2025 Franchise Fees
517491	5/14/2025	Asbury Ventures, LLC		500.00 Temp Easement for Asbury Carter signal project
1014024	5/7/2025	B G BRECKE INC		1,281.80 Boiler Maintenance- Winter Season
1014024	5/7/2025	B G BRECKE INC		533.72 Replaced Tridicator on 2nd Fl Boiler
1014024	5/7/2025	B G BRECKE INC		175.80 Central Storage 2401 Central Ave boiler svc
1014021	5/7/2025	BARD MATERIALS CENTRAL		695.18 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		1,328.40 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		266.05 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		598.15 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		422.10 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		261.05 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		266.05 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		266.05 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		8,374.62 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		583.15 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		583.15 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		1,488.40 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		422.10 Various Concrete Products
1014021	5/7/2025	BARD MATERIALS CENTRAL		824.73 Various Concrete Products
1014083	5/14/2025	BARD MATERIALS CENTRAL		596.15 CONCRETE FOR EPP WATERLINE
517502	5/14/2025	BCBS OF IA		784.88 AMBULANCE REFUND
1014069	5/14/2025	BIECHLER ELECTRIC INC		1,336.70 MILLER RIVERVIEW CAMPGROUNDS
1014070	5/14/2025	BIECHLER ELECTRIC INC		1,152.72 MILLER RIVERVIEW CAMPGROUNDS
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		92.17 NATURAL GAS FOR FY25
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		90.51 NATURAL GAS FOR FY25
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		81.35 NATURAL GAS FOR FY25
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		59.73 NATURAL GAS FOR FY25
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		46.42 NATURAL GAS FOR FY25
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		43.09 NATURAL GAS FOR FY25
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		117.96 UTILITY EXPENSE - GAS
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		48.91 FY2025 BLANKET PO - GAS COSTS
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		48.09 FY2025 BLANKET PO - GAS COSTS
1014027	5/14/2025	BLACK HILLS/IOWA GAS UTILITY CO		114.63 FY2025 BLANKET PO - GAS COSTS
1014028	5/14/2025	BLACKSTONE AUDIO BOOKS		86.88 Adult CD Audio Books 7/1/24 to 6/30/25
1014053	5/14/2025	BRIAN S FELOTT		229.60 Mileage Reimbursement

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1014025	5/7/2025	CAPITAL SANITARY	320.33	JANITORIAL SUPPLIES FOR PARKS
1014025	5/7/2025	CAPITAL SANITARY	513.43	JANITORIAL SUPPLIES FOR PARKS
1014025	5/7/2025	CAPITAL SANITARY	101.46	JANITORIAL SUPPLIES FOR PARKS
1014025	5/7/2025	CAPITAL SANITARY	39.80	JANITORIAL SUPPLIES FOR PARKS
1014025	5/7/2025	CAPITAL SANITARY	85.51	JANITORIAL SUPPLIES FOR PARKS
1014025	5/7/2025	CAPITAL SANITARY	347.24	Janitorial Supplies
1014025	5/7/2025	CAPITAL SANITARY	297.66	Janitorial Supplies - JOTC building
1014025	5/7/2025	CAPITAL SANITARY	106.95	Janitorial Supplies - JOTC building
1014025	5/7/2025	CAPITAL SANITARY	496.83	Janitorial Supplies - JOTC building
1014088	5/14/2025	CAPITAL SANITARY	61.72	CLEANING GLOVES FOR STAFF
1014088	5/14/2025	CAPITAL SANITARY	74.00	JANITORIAL SUPPLIES FOR PARKS
1014088	5/14/2025	CAPITAL SANITARY	52.93	JANITORIAL SUPPLIES FOR PARKS
1014088	5/14/2025	CAPITAL SANITARY	125.87	JANITORIAL SUPPLIES- BHGC
517488	5/14/2025	Carl Plumley	56.84	FEBRUARY, MARCH & APRIL MILEAGE FOR CARL PLUMLEY
1014039	5/14/2025	CHRISTOPHER J LESTER	79.38	APRIL 2025 MILEAGE FOR CHRIS LESTER
1014029	5/14/2025	CINTAS CORP	35.00	Janitorial Supplies- BHGC
1014029	5/14/2025	CINTAS CORP	35.00	Janitorial Supplies- BHGC
517468	5/14/2025	CITY OF DUBUQUE - UB	2,708.69	COMMUNITY IMPACT SERVICE PROGRAM FR 3/26/25-4/22/2
1014009	5/7/2025	CLAREY'S SAFETY EQUIPMENT INC	437.63	CALIBRATION OF GAS MONITOR
1014071	5/14/2025	CLAREY'S SAFETY EQUIPMENT INC	315.63	Rae Sensor Module 02
517469	5/14/2025	CLARKE UNIVERSITY	473.28	FY2025 Franchise Fees
517469	5/14/2025	CLARKE UNIVERSITY	2,251.68	FY2025 Franchise Fees
1014087	5/14/2025	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS
1014072	5/14/2025	COMELEC SERVICES INC	6,951.96	RADIO REPLACEMENTS
1014016	5/7/2025	COMMAND SECURITY SOLUTIONS	522.51	LF- Dual Path Cellular Communicator
1014016	5/7/2025	COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY25
1014016	5/7/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1014016	5/7/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1014077	5/14/2025	COMMAND SECURITY SOLUTIONS	187.50	Annex Service Call
517470	5/14/2025	COMMUNITY FOUNDATION OF GREATER DBQ	21,250.00	FY25 Contracted Svcs-Project HOPE/CommF
1014049	5/14/2025	CONSTELLATION NEW ENERGY GAS DIV	20,775.89	Natural Gas - FY25 - Constellation
1014044	5/14/2025	CORI L BURBACH	186.72	3/26 IMMI_Iowa City_CB
1014044	5/14/2025	CORI L BURBACH	322.20	4/2 ICMA Local Gov Reimagined Conf_Milwaukee_CB
517493	5/14/2025	DALSING, MARY ANN C/O Kay Dietz-Sass	15.00	UB 23825 2763 UNIVERSITY
1014058	5/14/2025	DANIEL J MAYNE	68.00	LF- ISOSWO Spring Solid Waste Conference
1014035	5/14/2025	DEBRA A SEARLES	40.04	APRIL 2025 MILEAGE FOR DEB SEARLES
517487	5/14/2025	Dinges Partners Group	848.89	Repair of Bunker Coat
517503	5/14/2025	DONNA ARMSTRONG	9.00	AMBULANCE REFUND
517494	5/14/2025	DRIFTLESS PROPERTIES LLC	98.06	UB 21970 295 NEVADA
517471	5/14/2025	DUBUQUE AREA CHAMBER OF COMMERCE	229.00	Annual dues - Library
517483	5/14/2025	DUBUQUE COUNTY E911 BOARD	90.78	AC 911 Access Fee
517483	5/14/2025	DUBUQUE COUNTY E911 BOARD	453.90	Emergency Radio Access Fees - CMO, CC & PIO
517472	5/14/2025	DUBUQUE COUNTY TREASURER	2,416.69	Property Tax 2095 University Ave - Housing
1014010	5/7/2025	DUBUQUE FIRE EQUIPMENT INC	580.00	SHOP USE -New Rubber Fire Hose
1014010	5/7/2025	DUBUQUE FIRE EQUIPMENT INC	96.00	Service/Inspect Fire Extinguishers-Catfish Lift
1014010	5/7/2025	DUBUQUE FIRE EQUIPMENT INC	101.00	Service/Inspect Fire Extinguishers-Cedar St Lift
1014010	5/7/2025	DUBUQUE FIRE EQUIPMENT INC	60.00	Service/Inspect Fire Extinguishers-Terminal Lift S
1014010	5/7/2025	DUBUQUE FIRE EQUIPMENT INC	10.00	Service/Inspect Fire Extinguishers @ WRRRC
1014010	5/7/2025	DUBUQUE FIRE EQUIPMENT INC	1,844.15	Service/Inspect Fire Extinguishers @ WRRRC
1014073	5/14/2025	DUBUQUE FIRE EQUIPMENT INC	35.50	UNIT# 3453 Corded Red Vehicle Bracket
1014030	5/14/2025	DUBUQUE HOSE & HYDRAULICS	77.29	LF- Filter Regulator Manual (Part for the building
1014031	5/14/2025	DUBUQUE HUMANE SOCIETY	14,584.00	FY25 Contracted Service Fees
517495	5/14/2025	DUCCINI, JOHN W	6.90	UB 02075 914 GARFIELD
517496	5/14/2025	DUGAN, CLARA M	13.78	UB 18290 3049 WESTMORE
517473	5/14/2025	DYERSVILLE COMMERCIAL	698.20	Battery Electronic Recycling Program
517497	5/14/2025	FOUNTAIN, DEONTIZ A	86.00	UB 07418 1124 LOCUST
517474	5/14/2025	GREATER DUBUQUE DEVELOPMENT CORP	150,000.00	FY25 Contracted Svcs-GDDC/Campaign 2027
1014060	5/14/2025	Grey House Publishing Inc	2,395.00	Annual Subscription to Weiss Financial Database
1014085	5/14/2025	GUMDROP BOOKS	1,256.00	Children's books for collection
1014063	5/14/2025	Haley D Francke	112.35	Mileage Reimbursement
517475	5/14/2025	HOLY FAMILY CATHOLIC SCHOOLS	160.08	FY2025 Franchise Fees
517475	5/14/2025	HOLY FAMILY CATHOLIC SCHOOLS	1,325.29	FY2025 Franchise Fees
1014064	5/14/2025	Honeywell International, Inc	14,243.07	Phoenix G2 Fire Station Alerting System
1014046	5/14/2025	ICLEI	1,200.00	Membership ICLEI-Local Gov for Sustainability
1014048	5/14/2025	INGRAM LIBRARY SERVICES INC.	2,453.33	Library books for adult collection for patrons
1014048	5/14/2025	INGRAM LIBRARY SERVICES INC.	3,009.61	Library books for adult collection for patrons
1014048	5/14/2025	INGRAM LIBRARY SERVICES INC.	2,450.40	Library books for adult collection for patrons
1014048	5/14/2025	INGRAM LIBRARY SERVICES INC.	1,385.13	Children's books for collection for patrons
1014048	5/14/2025	INGRAM LIBRARY SERVICES INC.	103.59	Teen Young Adult Print Materials for collection
517478	5/14/2025	IOWA COMMUNITIES ASSURANCE POOL	985.99	FY25 Damage Claims
517478	5/14/2025	IOWA COMMUNITIES ASSURANCE POOL	6,849.01	FY25 Damage Claims
517478	5/14/2025	IOWA COMMUNITIES ASSURANCE POOL	2,000.00	FY25 Damage Claims
517478	5/14/2025	IOWA COMMUNITIES ASSURANCE POOL	736.09	FY25 Damage Claims
1014066	5/14/2025	Isabella David	42.00	Parking Spot - Bella David - May 2025
1014032	5/14/2025	J & R SUPPLY COMPANY	165.00	LF- ADJ Rings and Kent Seal
517485	5/14/2025	JASON J MCCANN	21.49	Accessible Sidewalks conf reimb
1014056	5/14/2025	JESSICA PFOHL PAISLEY	2,500.00	SD Grant-Eco-Fashion Community Event-Jessica Paisl
517498	5/14/2025	KOERPERICH, JOSH R	33.20	UB 04809 2815 CENTRAL
1014034	5/14/2025	KRAEMERS WATER STORE INC	64.39	Bottled Water Service for the Landfill
1014023	5/7/2025	LIBERTY TIRE RECYCLING LLC	10,718.06	LF- Tire Recycling

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1014023	5/7/2025	LIBERTY TIRE RECYCLING LLC	10,024.25	LF- Tire Recycling
517476	5/14/2025	LIME ROCK SPRINGS CO	773.16	BEVERAGES THROUGH JUNE 2025
517476	5/14/2025	LIME ROCK SPRINGS CO	578.59	BEVERAGES THROUGH JUNE 2025
1014050	5/14/2025	MADELINE C HAVERLAND	327.00	2025 Transforming Local Government Conference
1014057	5/14/2025	MAV RESTORATIONS LLC	30,700.00	816 Rose #3 Lead and HH Work
1014057	5/14/2025	MAV RESTORATIONS LLC	37,125.00	2226 Washington LHH MAV
1014057	5/14/2025	MAV RESTORATIONS LLC	27,300.00	1660 Iowa LHH MAV
1014061	5/14/2025	Maxwell Robert Bray O'Brien	1,868.95	Travel Reimb - APWA PWX 2024 - Atlanta, GA
517499	5/14/2025	MCKNIGHT, DONNA M	17.25	UB 08230 2445 CLARKE CREST
517504	5/14/2025	MEDICAL ASSOCIATES	89.77	AMBULANCE REFUND
517505	5/14/2025	MEDICAL ASSOCIATES	106.13	AMBULANCE REFUND
1014041	5/14/2025	MICS CONSTRUCTION	21,625.00	165 W 23rd 21 Lead Work
1014041	5/14/2025	MICS CONSTRUCTION	2,675.00	165 W 23rd Change Order 1
1014045	5/14/2025	MIDWEST TAPE LLC	529.03	DVD, BluRay and CD Audio for adult collection
1014045	5/14/2025	MIDWEST TAPE LLC	6,384.63	Streaming of movies, ebooks, music eAudio Books, c
517486	5/14/2025	MILLWORK HOTEL ASSOCIATES LLC	463.53	533 Loras Relocation Invoice
517477	5/14/2025	MULGREW OIL COMPANY	1,233.67	LF-# 2 PRM DYED WNTR DSL ULS15PPM
517477	5/14/2025	MULGREW OIL COMPANY	2,342.55	LF-# 2 PRM DYED WNTR DSL ULS15PPM
1014074	5/14/2025	MUTUAL WHEEL COMPANY	86.26	UNIT# 2691 Replace Air Bag Control Valve
1014075	5/14/2025	NAPA AUTO PARTS & SUPPLY	212.40	STOCK - Motor Oil
1014075	5/14/2025	NAPA AUTO PARTS & SUPPLY	42.16	STOCK - Idler Pulley
1014075	5/14/2025	NAPA AUTO PARTS & SUPPLY	385.66	STOCK - Air, Oil, Engine, and Cabin Filters
1014075	5/14/2025	NAPA AUTO PARTS & SUPPLY	204.61	STOCK - Oil, Fuel, Air, Cabin Filters and Motor Oi
1014075	5/14/2025	NAPA AUTO PARTS & SUPPLY	24.06	STOCK - Cabin Air Filters
1014075	5/14/2025	NAPA AUTO PARTS & SUPPLY	43.04	Stock - Oil And Fuel Filters
1014075	5/14/2025	NAPA AUTO PARTS & SUPPLY	434.61	STOCK - Air, Cabin, Engine Oil Filters
1014040	5/14/2025	NUTRI JECT SYSTEMS INC	17,301.10	Biosolids Agreement - FY25 - Hauling
1014040	5/14/2025	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Agreement - FY25 - Storage
517492	5/14/2025	Old Eagle Asbury Development, LLC	500.00	Temp Easement for Asbury Carter signal project
1014033	5/14/2025	OPENING SPECIALISTS INC	6,001.79	Employee Entrance replacment
1014047	5/14/2025	O'REILLY AUTOMOTIVE INC	135.63	UNIT# 1921 Shock or Strut Replacement
517506	5/14/2025	OSCAR HEALTH PLAN	806.25	AMBULANCE REFUND
1014022	5/7/2025	OVERDRIVE INC	3,073.67	Downloadable ebooks and eaudio for children collec
1014022	5/7/2025	OVERDRIVE INC	1,295.41	Teen ebooks and eaudio for digital collection
1014022	5/7/2025	OVERDRIVE INC	1,121.36	Downloadable ebooks and eaudio for children collec
1014022	5/7/2025	OVERDRIVE INC	1,279.86	downloadable audio and ebooks for adult collection
1014022	5/7/2025	OVERDRIVE INC	1,332.17	downloadable audio and ebooks for adult collection
1014084	5/14/2025	OVERDRIVE INC	2,106.62	downloadable audio and ebooks for adult collection
1014084	5/14/2025	OVERDRIVE INC	1,480.70	downloadable audio and ebooks for adult collection
1014084	5/14/2025	OVERDRIVE INC	27.50	downloadable audio and ebooks for adult collection
1014084	5/14/2025	OVERDRIVE INC	85.50	downloadable audio and ebooks for adult collection
1014084	5/14/2025	OVERDRIVE INC	1,128.61	downloadable audio and ebooks for adult collection
1014084	5/14/2025	OVERDRIVE INC	1,330.53	downloadable audio and ebooks for adult collection
1014011	5/7/2025	POLYDYNE INC	11,385.00	Polymer - 3 totes for the Drum Thickener
1014011	5/7/2025	POLYDYNE INC	23,460.00	Polymer - 6 totes - for the Centrifuge
1014011	5/7/2025	POLYDYNE INC	3,795.00	Polymer - 3 totes for the Drum Thickener
1014011	5/7/2025	POLYDYNE INC	15,640.00	Polymer - 6 totes - for the Centrifuge
1014059	5/14/2025	Presentation Lantern	5,000.00	Presentation Lantern _Purchase of Serv Grant FY2025
1014012	5/7/2025	PUBLIC SAFETY CENTER	700.00	Police Safety Equipment
1014055	5/14/2025	SARAH A BERNA	42.42	Mileage Reimbursement
1014076	5/14/2025	Schadl Incorporated	1,236.45	Landfill General Plumbing- Shop Pit Maint.
1014013	5/7/2025	Schadl Incorporated	1,344.36	Landfill General Plumbing- Shop Pit Maint.
1014014	5/7/2025	SCHAEFFER MFG CO	618.00	Oil for Final Clarifiers & WRRRC General Grease
1014015	5/7/2025	SCOTT PRINTING	1,031.00	brush tie stickers,envelopes
517507	5/14/2025	SHEET METAL WORKERS LOCAL #91	99.17	AMBULANCE REFUND
1014054	5/14/2025	STEARNS, CONRAD, SCHMIDT CONSUL ENG	140.00	Landfill Fire Mitigation Plan Update 03/01-03/31/2
517490	5/14/2025	Steven Puls	151.00	March and April Mileage - IT Travel - SP
1014017	5/7/2025	SUPERIOR WELDING SUPPLY CO	56.75	Hydrotest Cylinders
517484	5/14/2025	SUSTAINABLE STRATEGIES DC	7,500.00	Strategic Funding Services - Grant Writing
1014018	5/7/2025	TELEGRAPH HERALD	57.57	2025 Citizen Participation Plan Amendment
1014018	5/7/2025	TELEGRAPH HERALD	29.64	Notice on 03/23/25
1014078	5/14/2025	TELEGRAPH HERALD	2,198.00	TH Ads-Parks & Rec and Airport
1014078	5/14/2025	TELEGRAPH HERALD	1,249.00	TH Help Wanted Ad on April 20
1014078	5/14/2025	TELEGRAPH HERALD	160.42	LF- AD
1014079	5/14/2025	TERMINAL SUPPLY	572.15	SHOP USE - Lamps, Fuses, Connectors, Tubing
1014042	5/14/2025	TERESE H GOODMANN	6,825.73	Strategic partnerships with federal agencies 2025
1014036	5/14/2025	TIMOTHY L SPECHT	15,300.00	858 S Grandview 21 Lead Invoice 1
517489	5/14/2025	Tracy Schadle	1,082.72	Tuition Reimbursement Spring 2025
1014052	5/14/2025	TRAVIS F SMITH	4,368.00	FY25 Lawn Care Services
1014086	5/14/2025	TRI-STATE PORTA POTTY INC	1,864.79	PORT-A POTTIES APRIL 2025
1014080	5/14/2025	TRUCK COUNTRY OF IOWA INC	(67.23)	UNIT# 3236 Install New Seat Cover
1014080	5/14/2025	TRUCK COUNTRY OF IOWA INC	(255.00)	UNIT# 3403 Replace Nitrogen Oxide Sensor
1014080	5/14/2025	TRUCK COUNTRY OF IOWA INC	80.09	UNIT# 3410 V-Band Clamp & Freight Cost
1014080	5/14/2025	TRUCK COUNTRY OF IOWA INC	549.73	UNIT# 3410 Replace Exhaust/Emissions Parts
1014080	5/14/2025	TRUCK COUNTRY OF IOWA INC	215.27	STOCK - Brake Slack Adjustor Dump Trucks
517479	5/14/2025	UNION HOERMANN PRESS	108.99	FY2025 Franchise Fees
517480	5/14/2025	UNIVERSITY OF DUBUQUE	4,147.28	FY2025 Franchise Fees
517480	5/14/2025	UNIVERSITY OF DUBUQUE	1,316.26	FY2025 Franchise Fees
1014043	5/14/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
1014043	5/14/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
1014043	5/14/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1014062	5/14/2025	Vidl Solutions, Inc	10,200.00	CC Goal-Organizational Culture Continuous Improvem
1014019	5/7/2025	WAGNER NURSERY	9,186.00	IRRIGATION REPAIRS
1014037	5/14/2025	WELU PRINTING COMPANY	2,015.73	Reading logs, summer calendar, youth brochures
1014037	5/14/2025	WELU PRINTING COMPANY	677.00	Teen reading logs
1014020	5/7/2025	WENZEL TOWING SERVICE	78.00	UNIT# 110029 Dispatch Service Vehicle
1014081	5/14/2025	WENZEL TOWING SERVICE	312.00	UNIT# 3410 Towing Service Charge
1014081	5/14/2025	WENZEL TOWING SERVICE	78.00	UNIT# 4422 Tow Truck Charge
1014081	5/14/2025	WENZEL TOWING SERVICE	78.00	UNIT #10018 Squad Car Tire Service (Leak)
517481	5/14/2025	WESTPHAL & COMPANY, INC	2,350.00	Federal Building Data Adds Room 313
1014038	5/14/2025	WHKS AND COMPANY	6,479.06	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
1014065	5/14/2025	William P Gansen	68.00	LF- ISOSWO Spring Solid Waste Conference
1014082	5/14/2025	ZARNOTH BRUSH WORKS INC	2,125.40	#1570 BROOM PARTS
			<u>\$</u>	<u>710,908.10</u>

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE: Final Plat of Cedar Ridge Farm Place No. 21

SUMMARY: Zoning Advisory Commission recommending City Council approve the Final Plat of Cedar Ridge Farm Place No. 21 subject to waiving the street frontage requirements for Lot 1, Lot 2, Lot 3, and Lot 4.
RESOLUTION Approving The Final Plat Cedar Ridge Farm No. 21, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. ZAC Memo to CC - Cedar Ridge Farm No. 21 Final Plat
2. Application - Final Plat Cedar Ridge Farm No. 21
3. Vicinity Map
4. Final Plat Cedar Ridge Farm No. 21
5. Final Plat Cedar Ridge Farm No. 21 - Color Coded
6. Staff Memo - Final Plat Cedar Ridge Farm No. 21
7. Resolution_Final Plat Cedar Ridge Farm No. 21

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



May 12, 2025

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: City of Dubuque
Location: Cedar Crest Court (PIN 1034253012)
Description: Final Plat of Cedar Ridge Farm Place No. 21

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Bob Schiesl, Assistant City Engineer, spoke on behalf of the application and explained that an adjacent neighbor approached the City about buying some of the subject land. He said the City determined it did not need to keep the parcel and decided to split the parcel into four smaller parcels and offer to sell them to each of the adjacent neighbors. He said two of the property owners accepted the offer to purchase the land and two declined.

Staff detailed the staff report, noting the submitted Plat of Survey of Cedar Ridge Farm Place No. 21 would create four parcels. Staff explained that since none of the lots would have frontage along a public or private street, that this requirement would need to be waived. Staff also noted that the lots are labeled as unbuildable on the proposed plat and that if the lots were to be consolidated with adjacent property that has street frontage, then the unbuildable label would be lifted at that time.

There were no questions or concerns from the Commission.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Cedar Ridge Farm Place No. 21 subject to waiving the street frontage requirements for Lot 1, Lot 2, Lot 3, and Lot 4.

A simple majority vote is needed for the City Council to approve the request.

The Honorable Mayor and City Council Members
Page 2

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matt Mulligan", is written over a faint, larger blue signature.

Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☐ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☒ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation:

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: Cedar Crest Court
Legal Description/Parcel ID#/Subdivision: 1034253012
Existing Zoning: AG Proposed Zoning: AG Site Area (square feet/acres): 5.92 acres
Historic District: N/A Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Final Plat of Cedar Ridge Farm Place No. 21

C. Applicant/Agent Information

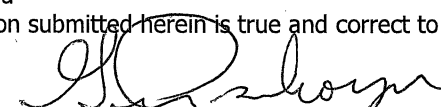
Name: Gus Psihoyos for the City of Dubuque Phone: 563-589-4270
Address: 50 West 13th Street City: Dubuque
State: IA Zip: 52001 Email: gpsihoyo@cityofdubuque.org

D. Property Owner(s) Information

Name(s): Gus Psihoyos for the City of Dubuque Phone: 563-589-4270
Address: 50 West 13th Street City: Dubuque
State: IA Zip: 52001 Email: gpsihoyo@cityofdubuque.org

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent:  Date: 4-22-25

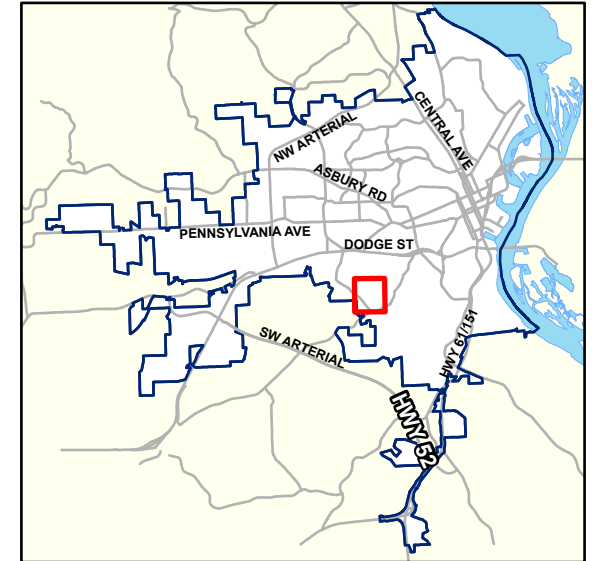
Property Owner(s): _____ Date: _____

FOR OFFICE USE ONLY

Fee \$ 0 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____



Vicinity Map

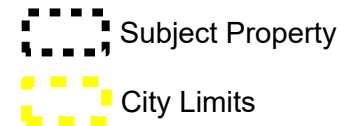


Applicant: City of Dubuque

Location: Cedar Crest Court (PIN 1034253012)

Type: Minor Subdivision

Description: Final Plat of Cedar Ridge Farm Place No. 21



Final Plat of:
CEDAR RIDGE FARM PLACE NO. 21,
in the City of Dubuque, Iowa

INDEX LEGEND

Location: Cedar Ridge Farm Place No. 21
NE1/4 of Section 34, T89N, R2E of the 5th P.M., Dubuque County, Iowa

Requestor: Nate Kieffer - City of Dubuque

Priporitor: Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa
City of Dubuque - 50 West 13th St., Dubuque, IA 52001

Surveyor: Terry L. Koelker

Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001

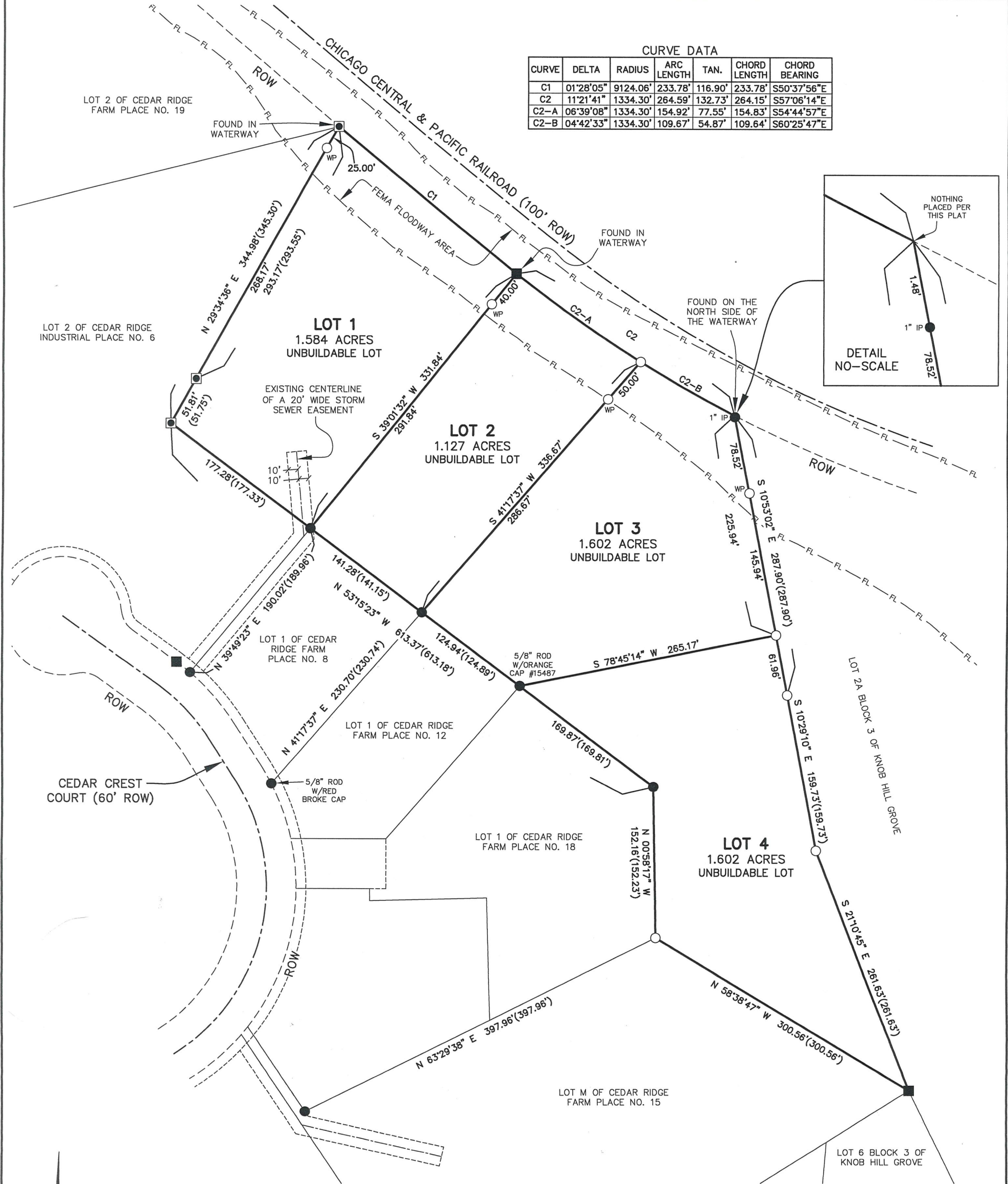
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

NOTE

THIS SURVEY IS COMPRISED OF: LOT L OF CEDAR RIDGE FARM PLACE NO. 15, IN THE CITY OF DUBUQUE, IOWA

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

CURVE DATA						
CURVE	DELTA	RADIUS	ARC LENGTH	TAN.	CHORD LENGTH	CHORD BEARING
C1	01°28'05"	9124.06'	233.78'	116.90'	233.78'	S50°37'56"E
C2	11°21'41"	1334.30'	264.59'	132.73'	264.15'	S57°06'14"E
C2-A	06°39'08"	1334.30'	154.92'	77.55'	154.83'	S54°44'57"E
C2-B	04°42'33"	1334.30'	109.67'	54.87'	109.64'	S60°25'47"E

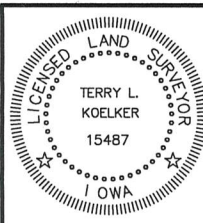
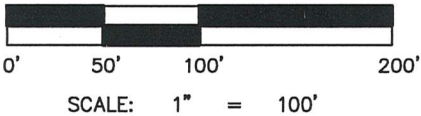


LEGEND

- FOUND 5/8" ROD W/RED CAP #21408 (UNLESS OTHERWISE NOTED)
- FOUND 5/8" ROD W/RED CAP #12631
- ◐ FOUND 1/2" ROD W/YELLOW CAP #14417
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- CENTERLINE
- RECORD DIMENSION
- FEMA FLOODWAY AREA
- WITNESS POINT

FL

WP



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

Terry L. Koelker 3/4/25
(DATE)

SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

- NOTES**
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
 2. TOTAL AREA OF PERIMETER SURVEYED IS 5.915 ACRES.
 3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
 4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST., DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH
SURVEY DATE: 2/11 & 19/2025
DWG. NO. 24394-01

CHECKED BY: TLK
PLOT DATE: 3/4/2025
SCALE: 1" = 100'

Surveyor's Certificate

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa. The Total area of **CEDAR RIDGE FARM PLACE NO. 21** is 5.915 acres. Total area of **Lot 1** is 1.584 acres. Total area of **Lot 2** is 1.127 acres. Total area of **Lot 3** is 1.602 acres. Total area of **Lot 4** is 1.602 acres. All Lot areas are more or less and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments are placed or shall be placed within one year from the date this plat is recorded.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

BY: Terry L. Koelker
Terry L. Koelker
Licensed Land Surveyor
License No. 15487

3/4/25
Date

License Renewal Date: 12/31/25

Owner's Consent

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

City of Dubuque, Iowa

Brad Cavanagh, Mayor

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____, AD 2025, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh, Mayor, of the City of Dubuque, to me personally known, who, being duly sworn did say that he is Brad Cavanagh, Mayor, of the City of Dubuque and that the seal affixed to the above instrument was signed and sealed on behalf of said City of Dubuque, Iowa, by authority of it's the City Council of said City, and that said Brad Cavanagh, acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily execute.

Witness my hand and Notarial Seal on the date above written.

Notary Public in and for the State of Iowa
My Commission Expires _____

Attorney's Certificate

Dubuque, Iowa _____, 2025

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, Iowa, according to plats thereof covering the period from government entry to _____ certified on that date by _____ and find that said abstract shows good and merchantable title to said real estate in _____ free and clear of all liens and encumbrances and shows taxes paid including taxes for the year _____.

Attorney-at-Law

County Treasurer's Certificate

Dubuque, Iowa _____, 2025

I, the undersigned, Michael Classen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, IA, have been paid and said real estate is free from taxes as of this date.

Michael Classen
Treasurer of Dubuque County, Iowa

City of Dubuque Planning Services

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is hereby approved by City Planner of the City of Dubuque, Iowa, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

Wally Wernimont, City Planner
City of Dubuque, IA

City of Dubuque, Iowa

Dubuque, Iowa _____, 2025

The undersigned, Brad Cavanagh, Mayor, and Adrienne N. Breitfelder, Clerk, of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa as stated and as shown, to the public, as appears heretofore has been filed on the _____ day of _____, 2025 as resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa, approves said plat.

Brad Cavanagh
Mayor of the City of Dubuque, IA

Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

Zoning Advisory Commission

Dubuque, Iowa _____, 2025

The foregoing plat, **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Dubuque County, Iowa, is hereby approved by the City of Dubuque Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Iowa is hereby recommended.

Chairman
Dubuque Zoning Advisory Commission

City Assessor's Certificate

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

Troy Patzner
City Assessor, City of Dubuque, IA

County Auditor

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2025.

We approve of the subdivision name or title to be recorded.

Keith Lucy
County Auditor of Dubuque, Iowa

Recorder's Certificate

Dubuque, Iowa _____, 2025

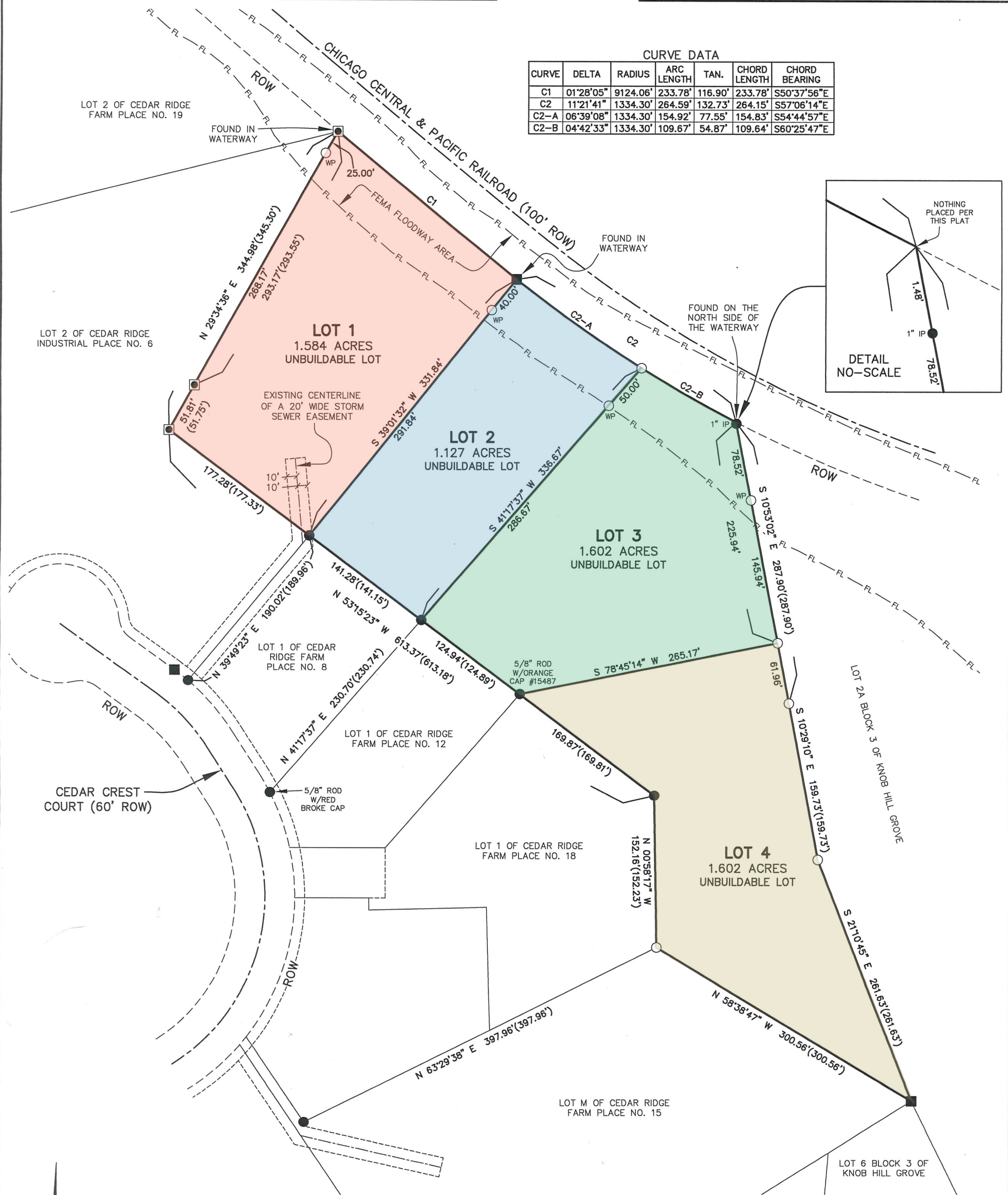
The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, has been reviewed by the Dubuque County Recorder.

Karol Kennedy
Dubuque County Recorder

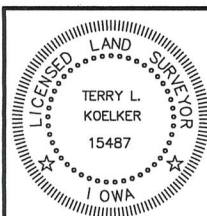
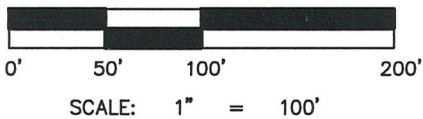
<u>INDEX LEGEND</u> Location: Cedar Ridge Farm Place No. 21 NE1/4 of Section 34, T89N, R2E of the 5th P.M., Dubuque County, Iowa Requestor: Nate Kieffer - City of Dubuque Proprietor: Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa City of Dubuque - 50 West 13th St., Dubuque, IA 52001 Surveyor: Terry L. Koelker Company: Buesing & Associates, Inc. 1212 Locust St., Dubuque, IA 52001 Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001
<u>NOTE</u> THIS SURVEY IS COMPRISED OF: LOT L OF CEDAR RIDGE FARM PLACE NO. 15, IN THE CITY OF DUBUQUE, IOWA

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

CURVE DATA						
CURVE	DELTA	RADIUS	ARC LENGTH	TAN.	CHORD LENGTH	CHORD BEARING
C1	01°28'05"	9124.06'	233.78'	116.90°	233.78'	S50°37'56"E
C2	11°21'41"	1334.30'	264.59'	132.73°	264.15'	S57°06'14"E
C2-A	06°39'08"	1334.30'	154.92'	77.55°	154.83'	S54°44'57"E
C2-B	04°42'33"	1334.30'	109.67'	54.87°	109.64'	S60°25'47"E



- | LEGEND | |
|-------------|---|
| ● | FOUND 5/8" ROD W/RED CAP #21408
(UNLESS OTHERWISE NOTED) |
| ■ | FOUND 5/8" ROD W/RED CAP #12631 |
| ◻ | FOUND 1/2" ROD W/YELLOW CAP #14417 |
| ○ | PLACED 5/8" IRON REROD W/ORANGE
PLASTIC CAP MARKED "KOELKER 15487" |
| ===== | SURVEYED BOUNDARY LINE |
| _____ | PROPERTY LINE |
| ___ _ _ _ _ | RIGHT OF WAY LINE |
| ----- | EXISTING EASEMENT LINE |
| ===== | CENTERLINE |
| () | RECORD DIMENSION |
| FL | FEMA FLOODWAY AREA |
| WP | WITNESS POINT |



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS
PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME
OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

 3/4/25

TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 5.915 ACRES.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH	CHECKED BY: TLK
SURVEY DATE: 2/11 & 19/2025	PLOT DATE: 3/4/2025
DWG. NO. 24394-01	SCALE: 1" = 100'

Surveyor's Certificate

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa. The Total area of **CEDAR RIDGE FARM PLACE NO. 21** is 5.915 acres. Total area of **Lot 1** is 1.584 acres. Total area of **Lot 2** is 1.127 acres. Total area of **Lot 3** is 1.602 acres. Total area of **Lot 4** is 1.602 acres. All Lot areas are more or less and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments are placed or shall be placed within one year from the date this plat is recorded.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

BY: 
Terry L. Koelker
Licensed Land Surveyor
License No. 15487

3/4/25
Date

License Renewal Date: 12/31/25

Owner's Consent

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

City of Dubuque, Iowa

Brad Cavanagh, Mayor

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____, AD 2025, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh, Mayor, of the City of Dubuque, to me personally known, who, being duly sworn did say that he is Brad Cavanagh, Mayor, of the City of Dubuque and that the seal affixed to the above instrument was signed and sealed on behalf of said City of Dubuque, Iowa, by authority of it's the City Council of said City, and that said Brad Cavanagh, acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily execute.

Witness my hand and Notarial Seal on the date above written.

Notary Public in and for the State of Iowa
My Commission Expires _____

Attorney's Certificate

Dubuque, Iowa _____, 2025

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, Iowa, according to plats thereof covering the period from government entry to _____ certified on that date by _____ and find that said abstract shows good and merchantable title to said real estate in _____ free and clear of all liens and encumbrances and shows taxes paid including taxes for the year _____.

Attorney-at-Law

County Treasurer's Certificate

Dubuque, Iowa _____, 2025

I, the undersigned, Michael Classen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, IA, have been paid and said real estate is free from taxes as of this date.

Michael Classen
Treasurer of Dubuque County, Iowa

City of Dubuque Planning Services

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is hereby approved by City Planner of the City of Dubuque, Iowa, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

Wally Wernimont, City Planner
City of Dubuque, IA

City of Dubuque, Iowa

Dubuque, Iowa _____, 2025

The undersigned, Brad Cavanagh, Mayor, and Adrienne N. Breitfelder, Clerk, of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa as stated and as shown, to the public, as appears heretofore has been filed on the _____ day of _____, 2025 as resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa, approves said plat.

Brad Cavanagh
Mayor of the City of Dubuque, IA

Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

Zoning Advisory Commission

Dubuque, Iowa _____, 2025

The foregoing plat, **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Dubuque County, Iowa, is hereby approved by the City of Dubuque Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Iowa is hereby recommended.

Chairman
Dubuque Zoning Advisory Commission

City Assessor's Certificate

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

Troy Patzner
City Assessor, City of Dubuque, IA

County Auditor

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2025.

We approve of the subdivision name or title to be recorded.

Keith Lucy
County Auditor of Dubuque, Iowa

Recorder's Certificate

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, has been reviewed by the Dubuque County Recorder.

Karol Kennedy
Dubuque County Recorder

TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

DATE: May 7, 2025

SUBJECT: Final Plat of Cedar Ridge Farm Place No. 21 (North of Cedar Crest Court)

INTRODUCTION

The Cedar Ridge Farm Place No. 21 subdivision is located north and east of Cedar Crest Court. The property is being subdivided to allow for the construction of a new single-family detached dwelling and then to divest remaining city property.

Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Minor Subdivision¹. All Minor Subdivisions require review by the Zoning Advisory Commission. This subdivision also requires a waiver of street frontage for all lots.

DISCUSSION

The Final Plat of Cedar Ridge Farm Place No. 21 proposes to subdivide a single lot into four new lots, all of which will be labelled unbuildable and none of which will have frontage along a public or private street. The subject property is currently owned by the City of Dubuque. The City is proposing to subdivide in order to sell each new lot to adjacent property owners in the future. The following is a description of the proposed lots:

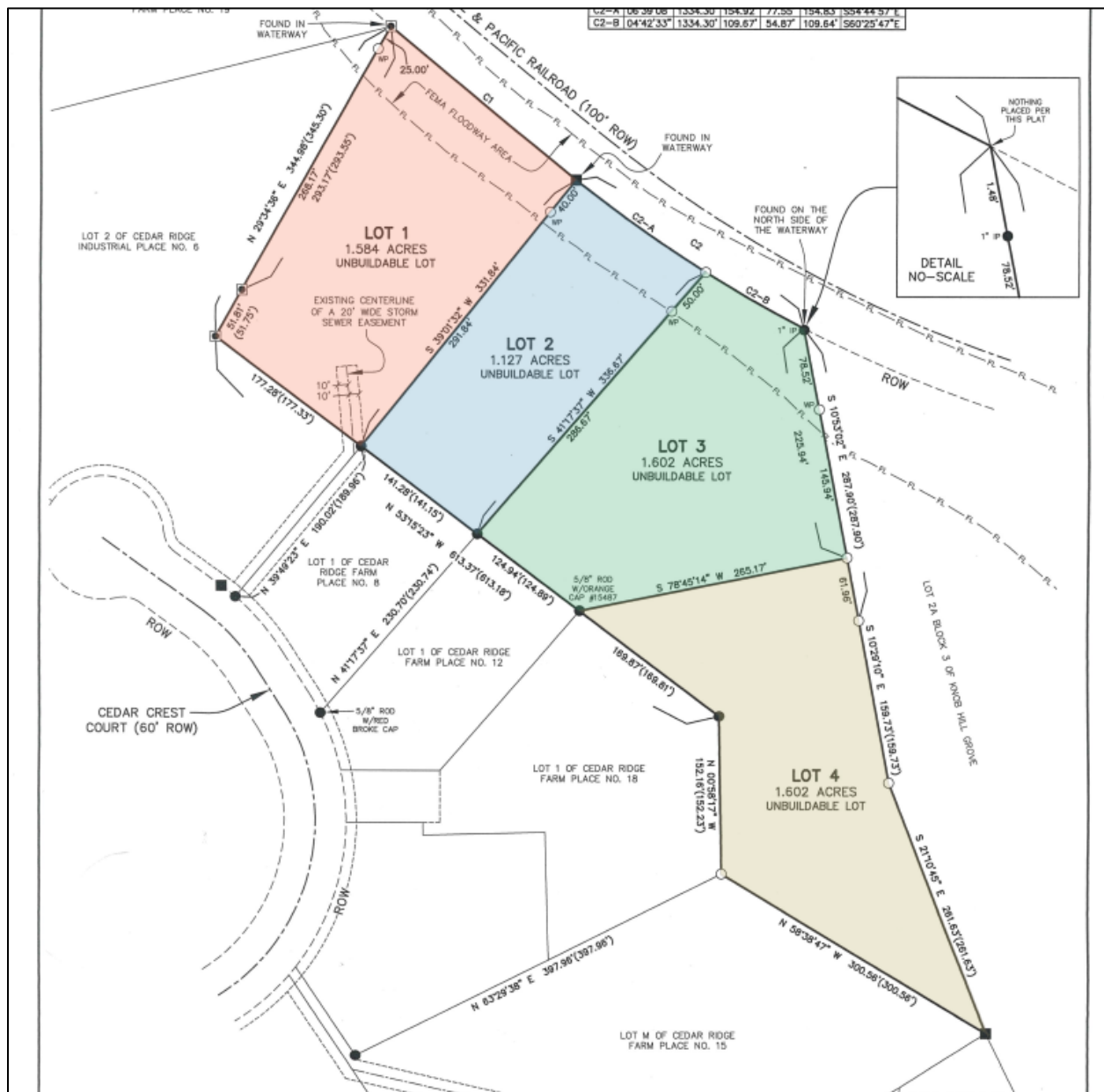
- Lot 1 would be 1.584 acres and labeled unbuildable, shown in red below.
- Lot 2 would be 1.127 acres and labeled unbuildable, shown in blue below.
- Lot 3 would be 1.602 acres and labeled unbuildable, shown in green below.
- Lot 4 Lot 2 would be 1.602 acres and labeled unbuildable, shown in yellow below.

All of the lots are labeled unbuildable. They will remain unbuildable until such a time as they are consolidated to an adjacent property that contains street frontage and would allow for access to the lot. None of the lots have frontage on a street and therefore require a waiver of that requirement. The proposed lots are otherwise in substantial conformance with the UDC.

See property map on next page.

¹ UDC Chapter 16-11-6 defines a Minor Subdivision as “Any subdivision or consolidation of property in which no new streets, public or private, are proposed and which does not require the construction of any public improvements, and which creates three (3) or more lots.”

Final Plat of Cedar Ridge Farm Place No. 21



RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Final Plat of Cedar Ridge Farm Place No. 21 and recommends approval of the subdivision plat subject to waiving lot frontage for Lot 1, Lot 2, Lot 3, and Lot 4.

Attachments

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

RESOLUTION NO. - 25

**A RESOLUTION APPROVING THE FINAL PLAT CEDAR RIDGE FARM
NO. 21, IN THE CITY OF DUBUQUE, IOWA.**

Whereas, there has been filed with the City Clerk a Final Plat Cedar Ridge Farm No. 21 in the City of Dubuque, Iowa; and

Whereas, said Final Plat has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Final Plat has been examined by the City Council and they find that it conforms to the statutes and ordinances relating thereto.

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage for Lot 1, Lot 2, Lot 3, and Lot 4 of Cedar Ridge Farm No. 21.

Section 2. That the Final Plat Cedar Ridge Farm No. 21, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Final Plat of Southwest Arterial Plat 1
SUMMARY:	Zoning Advisory Commission recommending City Council approve the Final Plat of Southwest Arterial Plat 1 as submitted. RESOLUTION Approving the Final Plat of Southwest Arterial Plat 1, In the City of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. ZAC Memo to CC - Southwest Arterial Final Plat 1
2. Application - Plat of SW Arterial No. 1
3. Vicinity Map - SW Arterial Plat 1
4. Plat of Survey Southwest Arterial Plat 1
5. Plat of Survey Southwest Arterial Plat 1 - Color Coded
6. Staff Memo - Plat of Survey of Southwest Arterial Plat 1
7. Resolution

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



May 12, 2025

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: City of Dubuque
Location: US Hwy 20 and Chesterfield Drive (PIN 1031477003, 1032351001, 1506226001, 1505101002, 1506226007, and 1032176004)
Description: Final Plat of Southwest Arterial Plat 1

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Bob Schiesl, Assistant City Engineer, spoke on behalf of both of the proposed Southwest Arterial plats. He explained that since the Southwest Arterial is now complete, the City is responsible for resurveying and replatting the land around the roadway interchanges. He said that some property will be designated to the Iowa Department of Transportation, and the City will retain the rest. Referring to the plat map, he explained the division of land and who will own each part.

Staff detailed the staff report, noting the parcels in the submitted Plats of Survey of Southwest Arterial Plat 1 and Southwest Arterial Plat 2 do not need waivers as they have street frontage adequate street frontage and are in substantial conformance with the Unified Development Code.

There were no questions or concerns from the Commission.

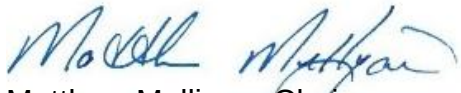
Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Southwest Arterial Plat 1 as submitted.

A simple majority vote is needed for the City Council to approve the request.

The Honorable Mayor and City Council Members
Page 2

Respectfully submitted,



Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

cc:

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☐ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☒ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation:

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: US Hwy 20 and Chesterfield Drive
Legal Description/Parcel ID#/Subdivision: 1031477003, 1032351001, 1506226001, 1505101002, 1506226007, and 1032176004
Existing Zoning: C-3 Proposed Zoning: C-3 Site Area (square feet/acres): ~22 acres
Historic District: N/A Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Final Plat of Southwest Arterial Plat 1

C. Applicant/Agent Information

Name: City of Dubuque Phone: _____
Address: 50 West 13th St. City: Dubuque
State: IA Zip: 52001 Email: _____

D. Property Owner(s) Information

Name(s): City of Dubuque Phone: _____
Address: 50 West 13th Street City: Dubuque
State: IA Zip: 52001 Email: _____

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

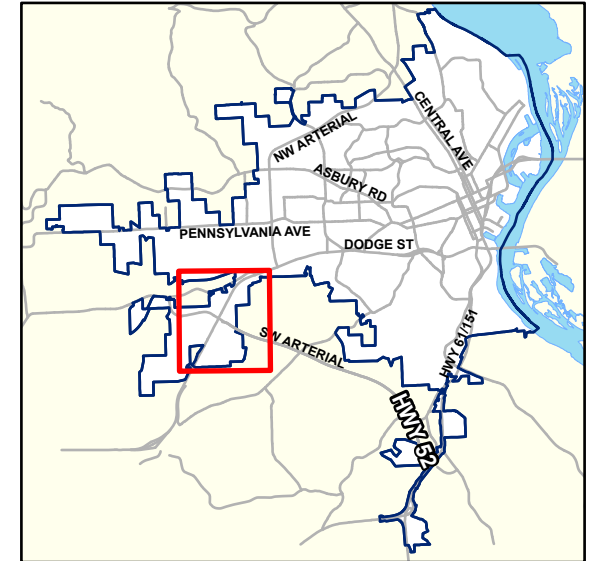
Applicant/Agent: Rabert Schierl Date: 5-2-25
Property Owner(s): Rabert Schierl Date: 5-2-25

FOR OFFICE USE ONLY

Fee \$ 0 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____



Vicinity Map

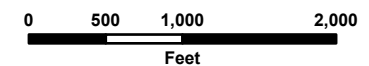
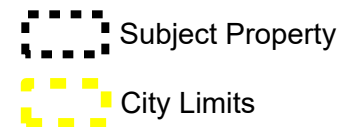


Applicant: City of Dubuque

Location: US Hwy 20 and Chesterfield Drive (PIN 1031477003, 1032351001, 1506226001, 1505101002, 1506226007, and 1032176004)

Type: Minor Subdivision

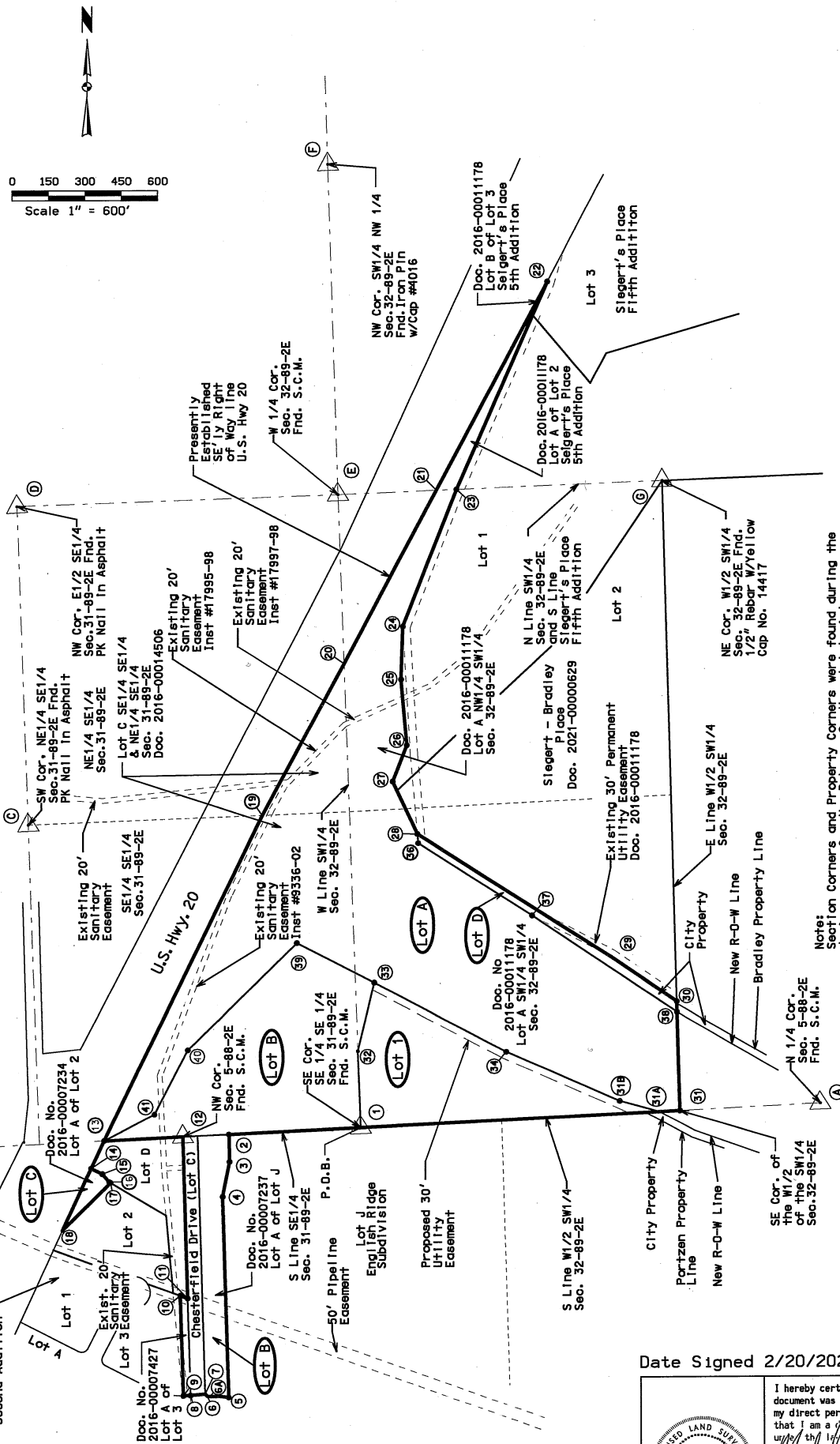
Description: Final Plat of Southwest Arterial Plat 1



Index Legend	
Location:	Lot A of Lot 2, Lot A of Lot 3 and Lot C in Stone Brook Addition Lot A of Lot J in English Ridge Subdivision Lot C of the SE 1/4 SE 1/4 and the NE 1/4 SE 1/4 Sec 31-89-2E Lot A of the SW 1/4 SW 1/4 and Lot A NW 1/4 Sw 1/4 Sec. 32-89-2E Lot A of Lot 2 and Lot A of Lot 3 in Siegart's Place 5th Addition all in the City of Dubuque, County of Dubuque, State of Iowa
Requestor:	City of Dubuque, Iowa 50 W. 13th Street, Dubuque, Iowa 52001
Proprietor:	City of Dubuque, Iowa
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

Southwest Arterial Plat 1

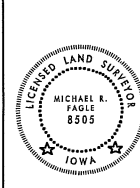
Lot A of Lot 2 (Document 2016-0007427) and Lot 3 (Document 2016-0007427) and Lot C of Lot J (Document 2016-0007427) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-0007427) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 of Township 89 North, Range 2 East of the 5th P.M. and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th P.M. and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Siegart's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa



Lot A = New Lot Number or Letter
Point #27 Pin Cap #15487
● = Found or Set 1/2" X 24" Rebar Yellow Cap #8505

Note:
Section Corners and Property Corners were found during the design survey for the Dubuque Southwest Arterial
See Sheet 2 of 7 for Bearing and Distance Tables and Area Table
See Sheet 3 of 7 for Description of Boundary Southwest Arterial
Lot 1 will not have access to Southwest Arterial/US Highway 52 or Chesterfield Drive
Lots A and C are right-of-way for the State of Iowa
Lots B and D are right-of-way for the City of Dubuque, Iowa

Date Signed 2/20/2025



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor within the State of Iowa.
Michael R. Fagle 2/20/2025
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31, 2026
Pages or sheets covered by this seal:
SHEETS 1, 2 AND 3 OF 8



Southwest Arterial Plat 1

Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-00007427)
Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J
(Document 2016-0007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the
Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-00014506)
in Section 31, Township 89 North, Range 2 East of the 5th P.M. and Lot A of the Southwest 1/4
of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178)
in Section 32, Township 89 North, Range 2 East of the 5th P.M. and Lot A of Lot 2 and Lot A of Lot 3 (Document
2016-00011178) in Seiger's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa

Bearings and Distances Boundary Southwest Arterial Plat 1																						
1	To	2	S	87 °	21 '	43 "	W	544.96'	17	To	18	S	45 °	34 '	18 "	W	279.66'					
2	To	3	S	01 °	15 '	15 "	E	113.54'	18	To	14	N	24 °	57 '	14 "	E	282.31'					
3	To	4	S	11 °	12 '	40 "	W	147.64'	14	To	13	N	25 °	05 '	17 "	E	126.53'					
4	To	5	S	01 °	32 '	49 "	E	827.21'	13	To	19	N	26 °	00 '	14 "	E	1491.46'					
5	To	6A	R = 395.00'					L = 77.99'					19	To	20	N	28 °	20 '	43 "	E	712.09'	
			LC = N 85°54'26" W					77.86'					20	To	21	N	27 °	59 '	24 "	E	812.05'	811.37' Record
6A	To	6	S	88 °	27 '	34 "	W	9.49'	21	To	22	N	28 °	01 '	04 "	E	976.63'					
6	To	7	N	46 °	07 '	08 "	W	14.26'	22	To	23	S	23 °	33 '	26 "	W	936.80'					
7	To	8	S	83 °	48 '	08 "	W	60.20'	23	To	24	S	21 °	24 '	42 "	W	608.94'	608.85' Record				
8	To	9	S	88 °	26 '	58 "	W	30.01'	24	To	25	S	01 °	54 '	20 "	W	219.61'	219.53' Record				
9	To	10	N	01 °	32 '	57 "	W	411.78'	25	To	26	S	04 °	49 '	19 "	E	274.65'	274.71' Record				
10	To	11	S	70 °	01 '	37 "	E	32.28'	26	To	27	S	21 °	07 '	06 "	W	161.01'					
11	To	12	N	01 °	32 '	49 "	W	668.26'	27	To	28	S	25 °	10 '	40 "	E	239.74'					
12	To	13	S	87 °	18 '	27 "	W	325.68'	28	To	29	S	57 °	37 '	17 "	E	949.25'	949.09' Record				
13	To	14	S	25 °	05 '	17 "	W	126.53'	29	To	30	S	55 °	29 '	38 "	E	327.94'	327.88' Record				
14	To	15	S	63 °	47 '	57 "	E	51.63'	30	To	31	S	01 °	35 '	03 "	E	453.15'					
15	To	16	S	39 °	57 '	35 "	E	44.15'	31	To	1	S	87 °	12 '	49 "	W	1321.24'					
16	To	17	S	59 °	01 '	31 "	E	6.91'														

Bearings / Distances Lot 1									
1	To	32	N	02°	01'	18"	W	316.49'	
32	To	33	N	13°	29'	33"	E	292.23'	
33	To	34	S	62°	03'	48"	E	617.21'	
34	To	31B	S	66°	10'	24"	E	512.63'	
31B	To	31A	S	74°	58'	19"	E	170.00'	
31A	To	1	S	87°	12'	49"	W	1236.89'	

Bearing / Distance Table Lot A																			
13	To	19	N	26°	00'	14"	E	1491.46'	28	To	36	S	05°	01'	19"	E	37.76'		
19	To	20	N	28°	20'	43"	E	712.09'	36	To	37	S	57°	37'	17"	E	557.82'		
20	To	21	N	27°	59'	24"	E	812.05'	37	To	38	S	56°	07'	53"	E	721.09'		
21	To	22	N	28°	01'	04"	E	976.63'	38	To	31	S	01°	35'	03"	E	409.06'		
22	To	23	S	23°	33'	26"	W	936.80'	31	To	34	N	70°	59'	46"	W	758.73'		
23	To	24	S	21°	24'	42"	W	608.94'	34	To	33	N	62°	03'	48"	W	617.21'		
24	To	25	S	01°	54'	20"	W	219.61'	33	To	39	N	62°	34'	35"	W	360.14'		
25	To	26	S	04°	49'	19"	E	274.65'	39	To	40	S	45°	32'	29"	W	630.89'		
26	To	27	S	21°	07'	06"	W	161.01'	40	To	41	S	27°	32'	14"	W	300.00'		
27	To	28	S	25°	10'	40"	E	239.74'	41	To	13	S	62°	39'	32"	W	234.22'		

Bearings and Distances Lot B																			
1	To	2	S	87°	21'	43"	W	544.96'	9	To	10	N	01°	32'	57"	W	411.78'		
2	To	3	S	01°	15'	15"	E	113.54'	10	To	11	S	70°	01'	37"	E	32.28'		
3	To	4	S	11°	12'	40"	W	147.64'	11	To	12	N	01°	32'	49"	W	668.26'	668.32'	Record
4	To	5	S	01°	32'	49"	E	827.21'	12	To	13	S	87°	18'	27"	W	325.68'	325.75'	Record
5	To	6A	R = 395.00'				L = 77.99'		13	To	41	N	62°	39'	32"	E	234.22'		
			LC = N 85°54'26" W				77.86'		41	To	40	N	27°	32'	14"	E	300.00'		
6A	To	6	S	88°	27'	34"	W	9.49'	40	To	39	N	45°	32'	29"	E	630.89'		
6	To	7	N	46°	07'	08"	W	14.26'	39	To	33	S	62°	34'	35"	E	360.14'		
7	To	8	S	83°	48'	08"	W	60.20'	33	To	32	S	13°	29'	33"	W	292.23'		
8	To	9	S	88°	26'	58"	W	30.01'	32	To	1	S	02°	01'	18"	E	316.49'		

Bearings and Distances Lot C									
18	To	14	N	24°	57'	14"	E	282.31'	
14	To	15	S	63°	47'	57"	E	51.63'	
15	To	16	S	39°	57'	35"	E	44.15'	
16	To	17	S	59°	01'	31"	E	6.91'	
17	To	18	S	45°	34'	19"	W	279.66'	

Bearings and Distances Lot D									
28	To	29	S	57 °	37 '17 "	E	949.25'	949.09'	Record
29	To	30	S	55 °	29 '38 "	E	327.94'	327.88'	Record
30	To	38	S	01 °	35 '03 "	E	44.09'		
38	To	37	N	56 °	07 '53 "	W	721.09'		
37	To	36	N	57 °	37 '17 "	W	557.82'		
36	To	28	N	05 °	01 '19 "	W	37.76'		

Area Table		
Boundary and Lots	Square Feet	Acres
Southwest Arterial Plat 1	2,743,861	62.99
Lot 1	370,386	8.50
Lot A	1,641,602	37.69
Lot B	674,833	15.49
Lot C	14,326	0.33
Lot D	42,714	0.98

Southwest Arterial Plat 1

Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-00007427) and Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-00007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-00014506) in Section 31, Township 89 North, Range 2 East of the 5th P.M. and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th P.M. and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Seigert's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa

Description: Southwest Arterial Plat 1

Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-00007427) and Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-00007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-00014506) in Section 31, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Seigert's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa, more particularly described as follows.

Beginning at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 31, also being the Southeast corner of Lot C of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence South 87°21'43" West (assumed bearing for the purpose of this description) along the South line of the Southeast 1/4 of said Section 31, also being the South Line of Lot C of the Southeast 1/4 of the Southeast 1/4 of said Section 31, distance of 544.96 feet to the Northeast corner of Lot A of Lot J of English Ridge Addition; thence South 01°15'15" East along the Easterly line of said Lot A of Lot J, 113.54 feet; thence South 11°12'40" West along the Easterly Line of said Lot A of Lot J, 147.64 feet; thence South 01°32'49" East along the Easterly Line of said Lot A of Lot J, 827.21 feet to the Southeasterly corner of said Lot A of Lot J; thence Northwesterly along the Southerly line of said Lot A of Lot J, being a 395.00-foot radius curve concave Southerly and having a 77.86-foot long chord bearing North 85°54'26" West, 77.99 feet; thence South 88°27'34" West along the Southerly line of said Lot A of Lot J, 9.49 feet; thence North 46°07'08" West along the Southerly line of said Lot A of Lot J, 14.26 feet to the Southwesterly corner of said Lot A of Lot J; thence South 83°48'08" West, 60.20 feet to the Southeasterly corner of Lot A of Lot 3 of Stone Brook Second Addition; thence South 88°26'58" West along the Southerly line of said Lot A of Lot 3, a distance of 30.01 feet to the Southwesterly corner of said Lot A of Lot 3; thence North 01°32'57" West along the Westerly line of said Lot A of Lot 3, a distance of 411.78 feet to the Northwesterly corner of said Lot A of Lot 3 which is on the Southerly line of Lot D of Stone Brook Second Addition; thence South 70°01'37" East along the Southerly line of said Lot D, 32.28 feet to the Southeasterly corner of said Lot D; thence North 01°32'49" West along the Easterly line of said Lot D also being the Westerly line of Chesterfield Drive (Lot C) of Stone Brook Second Addition, 668.26 feet (668.32 feet record) to the Northeasterly corner of said Lot D which is on the Southerly line of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence South 87°18'27" West along the Northerly line of said Lot D also being the Southerly line of the Southeast 1/4 of the Southeast 1/4 of said Section 31, a distance of 325.68 feet (325.75 feet record) to the Northwesterly corner of said Lot D which is on the presently established Southeasterly right-of-way line of U.S. Highway 20; thence South 25°05'17" West along the Northwesterly line of said Lot D also being the presently established Southeasterly right-of-way line of U.S. Highway 20, a distance of 126.53 feet to the Northwesterly corner of Lot A of Lot 2 of Stone Brook Second Addition; thence South 63°47'57" East along the Northeasterly line of said Lot A of Lot 2, a distance of 51.63 feet (51.32 feet record); thence South 39°57'35" East along the Northeasterly line of said Lot A of Lot 2, a distance of 44.15 feet; thence South 59°01'31" East along the Northeasterly line of said Lot A of Lot 2, a distance of 6.91 feet to the Northeasterly corner of said Lot A of Lot 2; thence South 45°34'18" West along the Southeasterly line of said Lot A of Lot 2, a distance of 279.66 feet to the Southerly corner of said Lot A of Lot 2 which is on the presently established Southeasterly right-of-way line of U.S Highway 20; thence North 24°57'14" East along the Northwesterly line of said Lot A of Lot 2 also being the presently established Southeasterly right-of-way line of U.S Highway 20, a distance of 282.31 feet to the Northwesterly corner of said Lot A of Lot 2; thence North 25°05'17" East along the Northwesterly line of Lot D of Stone Brook Second Addition also being the presently established Southeasterly right-of-way line of U.S. Highway 20, a distance of 126.53 feet to the Southwesterly corner of Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence North 26°00'14" East along the Northwesterly line of Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of said Section 31 also being the presently established Southeasterly right-of-way line of U.S. Highway 20, a distance of 1491.46 feet; thence North 28°20'43" East along the Northwesterly line of Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of said Section 31 also being the presently established Southeasterly right-of-way line of U.S. Highway 20, a distance of 712.09 feet to the Westerly line of Lot A of the Northwest 1/4 of the Southwest 1/4 of said Section 32; thence North 27°59'24" East along the Northwesterly line of Lot A of the Northwest 1/4 of the Southwest 1/4 of said Section 32 also being the presently established Southeasterly right-of-way line of U.S. Highway 20, a distance of 812.05 feet (811.37 feet record) to the Southerly line of Lot A of Lot 2 of Seigert's Place 5th Addition; thence North 28°01'04" East along the Northwesterly line of Lot A of Lot 2 and Lot B of Lot 3 of Seigert's Place 5th Addition also being the presently established Southeasterly right-of-way line of U.S. Highway 20, a distance of 976.63 feet to the Northerly corner of Lot B of Lot 3 of Seigert's Place 5th Addition; thence South 23°33'26" West along the Southeasterly line of Lot B of Lot 3 and Lot A of Lot 2 of Seigert's Place 5th Addition, 936.80 feet to the Northerly line of Lot A of the Northwest 1/4 of the Southwest 1/4 of said Section 32; thence South 21°24'42" West along the Easterly line of Lot A of the Northwest 1/4 of the Southwest 1/4 of said Section 32, a distance of 608.94 feet (608.85 feet record); thence South 01°54'20" West along the Easterly line of Lot A of the Northwest 1/4 of the Southwest 1/4 of said Section 32, a distance of 219.61 feet (219.53 feet record); thence South 04°49'19" East along the Easterly line of Lot A of the Northwest 1/4 of the Southwest 1/4 of said Section 32, a distance of 274.65 feet (274.71 feet record); thence South 21°07'06" West along the Easterly line of Lot A of the Northwest 1/4 of the Southwest 1/4 of said Section 32, a distance of 161.01 feet; thence South 25°10'40" East along the Easterly line of Lot A of the Northwest 1/4 of the Southwest 1/4 and a Easterly line of Lot A of the Southwest 1/4 of the Southwest 1/4 of said Section 32, a distance of 239.74 feet; thence South 57°37'17" East along the Northeasterly line of Lot A of the Southwest 1/4 of the Southwest 1/4 of said Section 32, a distance of 949.25 feet (949.09 feet record); thence South 55°29'38" East along the Northeasterly line of Lot A of the Southwest 1/4 of the Southwest 1/4 of said Section 32, a distance of 327.94 feet (327.88 feet record) to the East line of Lot A of the Southwest 1/4 of the Southwest 1/4 of said Section 32 also being the East line of the West 1/2 of the Southwest 1/4 of said Section 32; thence South 01°35'03" East along the East line of Lot A of the Southwest 1/4 of the Southwest 1/4 of said Section 32 also being the East line of the West 1/2 of the Southwest 1/4 of said Section 32, a distance of 453.15 feet to the Southeasterly corner of Lot A of the Southwest 1/4 of the Southwest 1/4 of said Section 32 also being the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 32; thence South 87°12'49" West along the South line of Lot A of the Southwest 1/4 of the Southwest 1/4 of said Section 32 also being the South line of the West 1/2 of the Southwest 1/4 of said Section 32, a distance of 1321.24 feet to the Point of Beginning.

Containing 2,743,861 Square Feet or 62.99 Acres.

OWNER'S CONSENT

DUBUQUE, IOWA

The foregoing Plat of Survey of: Southwest Arterial Plat 1, in the City of Dubuque, Dubuque County, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne N. Breitfelder, City Clerk

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

On this ____ day of _____ A.D. 20__ before me, a Notary Public in and for the County of Dubuque and State of Iowa, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, City Clerk, to me personally known who, being duly sworn did say that the said Brad M. Cavanagh is Mayor and the said Adrienne N. Breitfelder, City Clerk of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city and the said Brad M. Cavanagh and Adrienne N. Breitfelder, City Clerk acknowledge the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily executed.

Notary Public in and for said County

My Commission Expires _____

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in _____, Dubuque County, Iowa, have examined the abstract of title to the land included within against Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-00007427) and Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-00007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-00014506) in Section 31, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Seigert's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa. Said abstract has been prepared in its entirety by the _____ Abstract Company and was last certified to by said company on the _____ day of _____, AD, 20__, at the hour of ____ o'clock __.M.

My examination of said abstract shows good and merchantable title on the date and hour of certification to be in _____, dated at _____, Iowa, in said County, this ____ day of _____, 20__.

Attorney at Law

DUBUQUE COUNTY PLATS OFFICER

Dubuque, Iowa _____, 20__

I, the undersigned, _____, Dubuque County Plats Officer, has received and examined for compliance with the Dubuque County Platting and Subdivision the foregoing plat of Southwest Arterial Plat 1, City Dubuque, Dubuque County, Iowa, and has found said plat to be acceptable.

Plats Officer of Dubuque County

DUBUQUE COUNTY TREASURER

Dubuque, Iowa _____, 20__

I the undersigned, _____, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes and special assessments levied against Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-00007427) and Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-00007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-00014506) in Section 31, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Seigert's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa, have been paid and said real estate is free and clear of all taxes as of this date.

County Treasurer, Dubuque County, Iowa

DUBUQUE COUNTY BOARD OF HEALTH

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 1, City of Dubuque, Dubuque County, Iowa, is hereby approved by the Dubuque County Board of Health and approval of said plat by the Dubuque County Board of Supervisors is hereby recommended.

Dubuque County Board of Health

By _____
Chairperson

DUBUQUE COUNTY PLANNING AND ZONING

Dubuque, Iowa _____, 20__

The foregoing plat of the Southwest Arterial Plat 1, City of Dubuque, Dubuque County, Iowa, is hereby approved by the Dubuque County Planning and Zoning Commission and approval of said plat by the County Board of Supervisors is recommended.

Dubuque County Planning and Zoning Commission

By _____
Chairperson

DUBUQUE COUNTY ASSESSOR

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 1, City of Dubuque, Dubuque County, Iowa, was reviewed by the office of the Dubuque County Assessor this _____ day of _____, 20__.

County Assessor of Dubuque County, Iowa

DUBUQUE COUNTY AUDITOR'S CERTIFICATE

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 1, City of Dubuque, Dubuque County, Iowa, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 20__.

We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County

DUBUQUE COUNTY ENGINEER'S CERTIFICATE

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 1, City of Dubuque, Dubuque County, Iowa, has been reviewed for compliance with current Dubuque County Platting and Subdivision regulations, and has been approved by the County Engineer of Dubuque County, Iowa, this _____ day of _____, 20__.

Dubuque County Engineer

DUBUQUE COUNTY BOARD OF SUPERVISORS

Dubuque, Iowa _____, 20__

The Dubuque County Board of Supervisors of the County of Dubuque, Iowa, do hereby certify that the foregoing plat of Southwest Arterial Plat 1, City of Dubuque, Dubuque County, Iowa, has been filed in the office of the County Board of Supervisors and, that by Resolution No. _____, the Dubuque County Board of Supervisors have reviewed and approved said plat.

Chairperson

Attest: _____
Dubuque County Auditor

DUBUQUE COUNTY RECORDER'S CERTIFICATE

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 1, City of Dubuque, Dubuque County, Iowa, has been received by the Dubuque County Recorder.

County Recorder of Dubuque County, Iowa

CITY COUNCIL APPROVING FINAL PLAT

Dubuque, Iowa _____, 20__

The undersigned, _____, Mayor, and _____, Clerk of the City of Dubuque, Dubuque County, Iowa, do hereby certify that the foregoing Final Plat of Southwest Arterial Plat 1, a Subdivision of Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-00007427) and Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-00007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-00014506) in Section 31, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Seigert's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa, as appears heretofore has been filed in the Office of the City Clerk of Dubuque, Iowa, and that the City Council of the City of Dubuque, Iowa, approved said plat.

Mayor

City Clerk

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

On this _____ day of _____, 20__, before me _____, a Notary Public in and for the State of Iowa, personally appeared _____, and _____, to me personally known and who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution Number _____ adopted by the City Council on the ____ day of _____, 20__, and that _____, and _____ acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

CITY OF DUBUQUE PLANNING AND ZONING COMMISSION

Dubuque, Iowa

_____, 20__

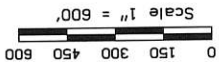
The foregoing plat of Southwest Arterial Plat 1, a Subdivision of Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-00007427) and Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-00007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-00014506) in Section 31, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th Principal Meridian and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Seigert's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa, as shown on the attached plat, being within the City of Dubuque is hereby approved by the Dubuque Planning and Zoning Commission and approval of said plat by the City Council of the City of Dubuque, Dubuque County, Iowa, is hereby recommended.

Dubuque Planning and Zoning
Commission

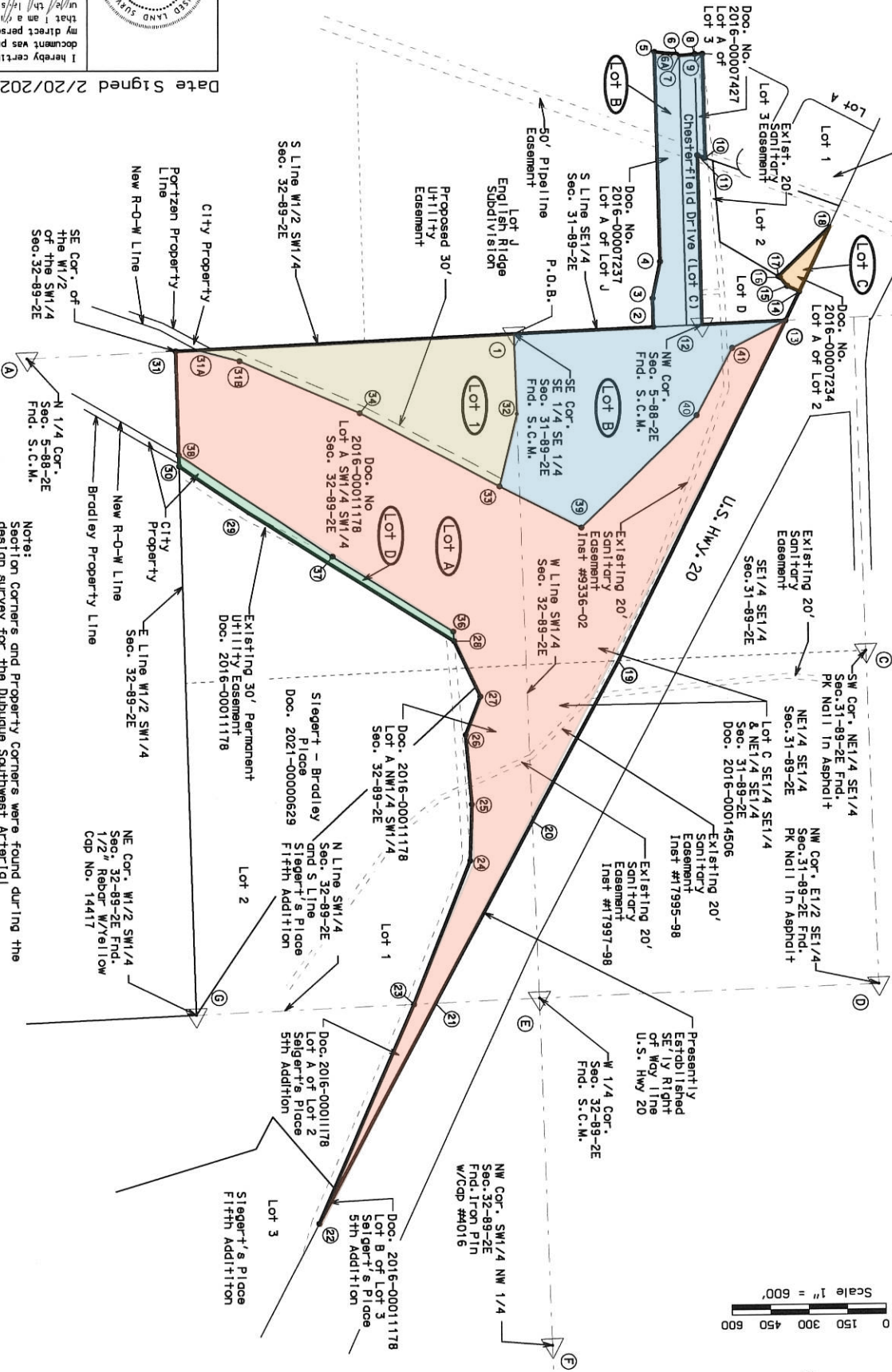
By 
Chairperson

S 1/4 Cor.
Sec. 31-89-2E
Fnd. Broken
S.C.M. W/5/8"
Iron Pin

Southwest Arterial Plat 1
Lot A of Lot 2 (Document 2016-0007234) and Lot A of Lot 3 (Document 2016-0007427) and Lot C (Chesterfield Drive) all in Stone Brook Second Addition and Lot A of Lot J (Document 2016-0007237) in English Ridge Subdivision and Lot C of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 (Document 2016-0014506) in Section 31, Township 89 North, Range 2 East of the 5th P.M. and Lot A of the Southwest 1/4 of the Southwest 1/4 and Lot A of the Northwest 1/4 of the Southwest 1/4 (Document 2016-00011178) in Section 32, Township 89 North, Range 2 East of the 5th P.M. and Lot A of Lot 2 and Lot B of Lot 3 (Document 2016-00011178) in Seigert's Place 5th Addition, all in the City of Dubuque, County of Dubuque, State of Iowa



Index Legend	
Lot A of Lot 2, Lot A of Lot 3 and Lot C in Stone Brook Addition	
Lot A of the SE 1/4 SW 1/4 and Lot A NW 1/4 SW 1/4 Sec. 32-89-2E	
Lot C of the SE 1/4 and the NE 1/4 SE 1/4 Sec 31-89-2E	
all in the City of Dubuque, County of Dubuque, State of Iowa	
Requestor:	City of Dubuque, Iowa 50 W. 13th Street, Dubuque, Iowa 52001
Proprietor:	City of Dubuque, Iowa
Surveyor:	Michael R. Fagle AECOM
Company:	Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595



Date Signed 2/20/2025



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor of the State of Iowa.
Date 2/20/2025
MICHAEL R. FAGLE
License number 8505
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: SHEETS 1, 2 AND 3 OF 8

Notes:
Section corners and Property corners were found during the design survey for the Dubuque Southwest Arterial

See Sheet 2 of 7 for Bearing and Distance Tables and Area Table

See Sheet 3 of 7 for Description of Boundary Southwest Arterial

Lot 1 will not have access to Southwest Arterial/US Highway 52 or Chesterfield Drive

Lots A and C are right-of-way for the State of Iowa

Lots B and D are right-of-way for the City of Dubuque, Iowa

Lot A = New Lot Number or Letter

Point #27 Pin Cap #15487

● = Found or Set 1/2" X 24" Rebar Yellow Cap #8505

TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

DATE: May 07, 2025

SUBJECT: Final Plat of Southwest Arterial Plat 1

INTRODUCTION

The proposed Plat of Survey would create five (5) new lots in order to begin cleaning up a number of properties along the east side of the Southwest Arterial and Highway 52 interchange. Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Minor Subdivision¹ and therefore requires review by the Zoning Advisory Commission and City Council.

DISCUSSION

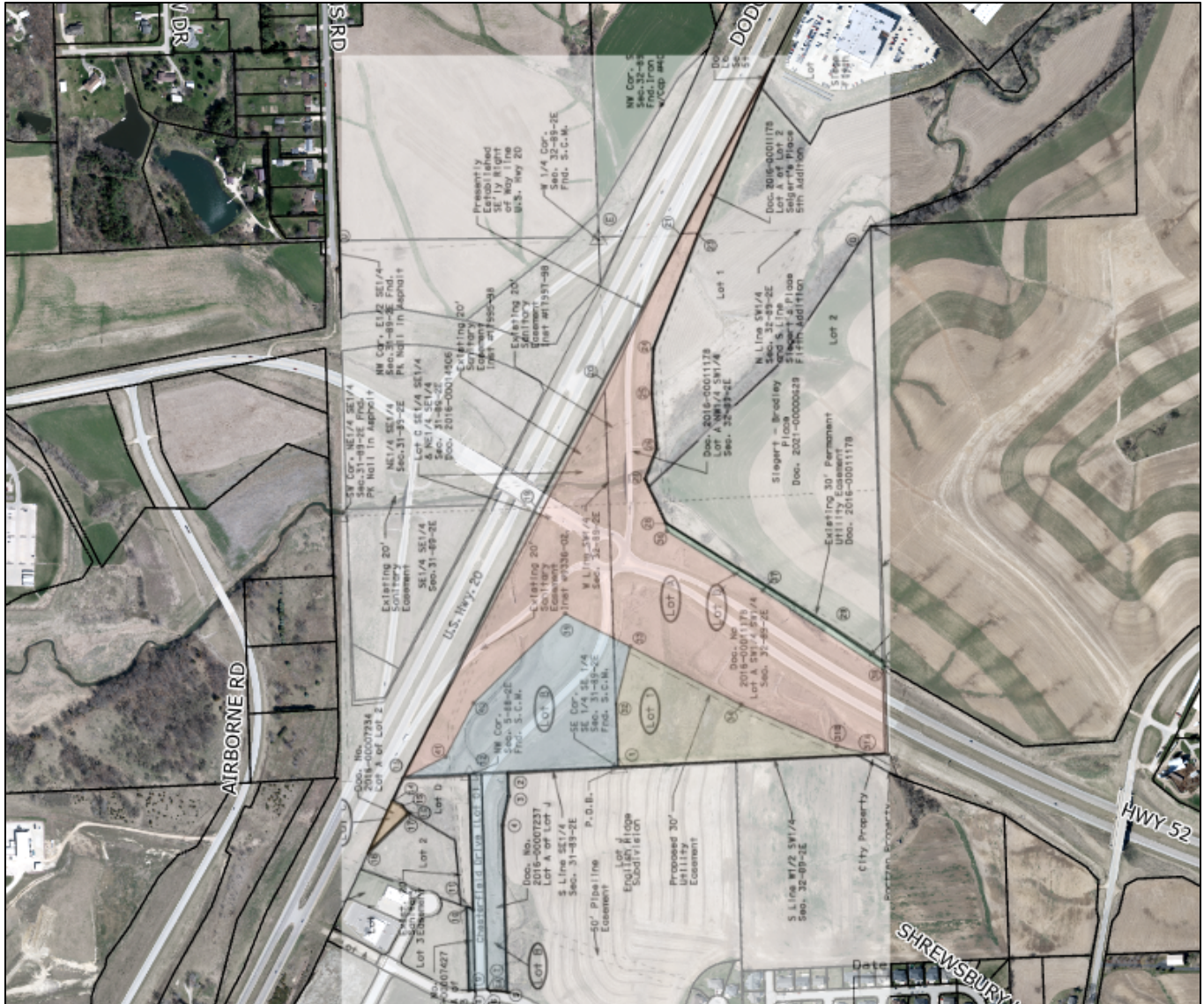
As proposed, the Southwest Arterial Plat 1 would create five lots at the intersection of the Southwest Arterial and Highway 52. The plat is being proposed in order to reallocate property between the City and Iowa Department of Transportation (IDOT). The proposed plat would create the following five lots:

- Lot A will be incorporated into the IDOT right-of-way;
- Lot B will be incorporated into City of Dubuque right-of-way; and
- Lot C will be incorporated into City of Dubuque right-of-way; and
- Lot D will be incorporated into City of Dubuque right-of-way; and
- Lot 1 will be conveyed to the City of Dubuque.

Site image on following page

¹ UDC Chapter 16-11-6 defines a Minor Subdivision as “Any subdivision or consolidation of property in which no new streets, public or private, are proposed and which does not require the construction of any public improvements and which creates three (3) or more lots.”

Staff Memo – Final Plat of Southwest Arterial Plat 1



The proposed lots are in substantial conformance with the Unified Development Code and the City's Comprehensive Plan which identifies transportation as a vital link within Dubuque's economic fabric.

The Zoning Advisory Commission shall review the submitted plat to determine whether it is in substantial conformance with the Unified Development Code.

RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Final Plat of Southwest Arterial Plat 1 and recommends approval.

Attachment

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

RESOLUTION NO. - 25

**A RESOLUTION APPROVING THE FINAL PLAT OF SOUTHWEST
ARTERIAL PLAT 1, IN THE CITY OF DUBUQUE, IOWA.**

Whereas, there has been filed with the City Clerk a Final Plat of Southwest Arterial Plat 1 in the City of Dubuque, Iowa; and

Whereas, said Final Plat has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Final Plat has been examined by the City Council and they find that it conforms to the statutes and ordinances relating thereto.

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

Section 1. That the Final Plat of Southwest Arterial Plat 1, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Final Plat of Southwest Arterial Plat 2
SUMMARY:	Zoning Advisory Commission recommending City Council approve the Final Plat of Southwest Arterial Plat 2 as submitted. RESOLUTION Approving the Final Plat of Southwest Arterial Plat 2, In the City of Dubuque, Iowa.
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. ZAC Memo to CC - Southwest Arterial Plat 2
2. Application - Plat of SW Arterial No. 2
3. Vicinity Map - SW Arterial Plat 2
4. Plat of Survey Southwest Arterial Plat 2
5. Plat of Survey Southwest Arterial Plat 2 - Color Coded
6. Staff Memo - Plat of Survey of Southwest Arterial Plat 2
7. Resolution

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



May 12, 2025

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: City of Dubuque
Location: US Hwy 20 and Seippel Road (PIN 1032151004,
1032351001, 1031426002, 1031427001, 1031476002, 1031476001,
1506200014, 1031400006, 1031400005, and 1031401004)
Description: Final Plat of Southwest Arterial Plat 2

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Bob Schiesl, Assistant City Engineer, spoke on behalf of both of the proposed Southwest Arterial plats. He explained that since the Southwest Arterial is now complete, the City is responsible for resurveying and replating the land around the roadway interchanges. He said that some property will be designated to the Iowa Department of Transportation, and the City will retain the rest. Referring to the plat map, he explained the division of land and who will own each part.

Staff detailed the staff report, noting the parcels in the submitted Plats of Survey of Southwest Arterial Plat 1 and Southwest Arterial Plat 2 do not need waivers as they have street frontage adequate street frontage and are in substantial conformance with the Unified Development Code.

There were no questions or concerns from the Commission.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Southwest Arterial Plat 2 as submitted.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,

The Honorable Mayor and City Council Members
Page 2

A handwritten signature in blue ink, appearing to read "Matt Mulligan".

Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

cc:

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☐ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☒ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation:

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: US Hwy 20 and Seippel Drive

Legal Description/Parcel ID#/Subdivision: 1032151004, 10323510011031426002, 1031427001, 1031476002, 1031476001, 1506200014, 1031400006, 1031400005, and 1031401004

Existing Zoning: C-3 Proposed Zoning: C-3 Site Area (square feet/acres): ~42 acres

Historic District: N/A Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Final Plat of Southwest Arterial Plat 2

C. Applicant/Agent Information

Name: City of Dubuque Phone: _____

Address: 50 West 13th Street City: Dubuque

State: IA Zip: 52001 Email: _____

D. Property Owner(s) Information

Name(s): City of Dubuque Phone: _____

Address: 50 West 13th Street City: Dubuque

State: IA Zip: 52001 Email: _____

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: Robert Schierl Date: 5-2-25

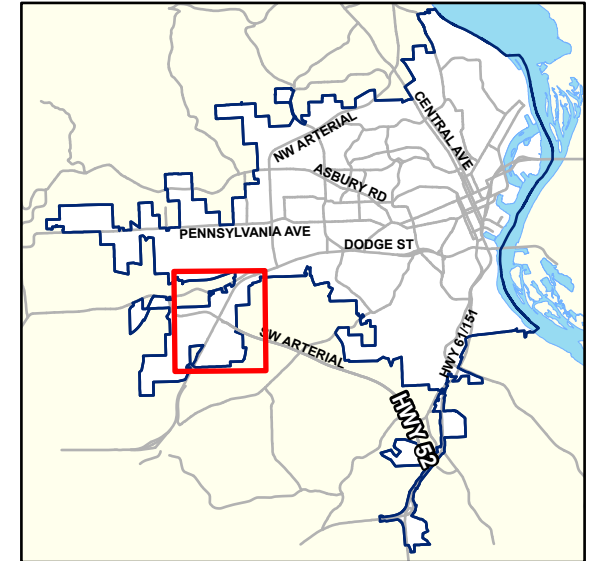
Property Owner(s): Robert Schierl Date: 5-2-25

FOR OFFICE USE ONLY

Fee \$ 0 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____



Vicinity Map

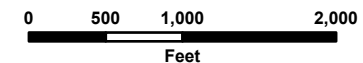
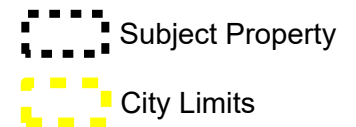


Applicant: City of Dubuque

Location: US Hwy 20 and Seippel Road (PIN 1032151004, 1032351001, 1031426002, 1031427001, 1031476002, 1031476001, 1506200014, 1031400006, 1031400005, and 1031401004)

Type: Minor Subdivision

Description: Final Plat of Southwest Arterial Plat 2



Southwest Arterial Plat 2

Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of Section 6, Township 88 North Range 2 East of the 5th P.M. (File 2016-00007243 and Part of Lots 3 of 2 and 2 of 2 in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. and Part of Parcel "A" of Lot 1 and Part of Parcel "B" all in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (Document 2002-0006728) and Part of Lot B of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot A of Lot 1 of Paul Cate Place and the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot B of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00011178) and Lot A of Lot 1 of Siegert's Place 5th Addition (File 2016-00011178) and Lot A-2-2 of South Fork Industrial Subdivision No. 1 (File 2016-00004917) and Part of Seipple Road and Part of Cousins Road all in the City of Dubuque, County of Dubuque, State of Iowa

Bearings and Distances Boundary Southwest Arterial Plat 2									
1	To	7	S	01 ° 48 ' 33 " E	1244.57'	22	To	23	N 27 ° 32 ' 14 " E 775.78'
7	To	8	N	30 ° 52 ' 09 " E	774.32'	23	To	24	N 15 ° 45 ' 51 " E 641.93'
8	To	9	N	45 ° 36 ' 19 " E	210.04'	24	To	4	N 01 ° 58 ' 38 " W 708.55'
9	To	10	S	24 ° 38 ' 47 " W	1283.63'	4	To	25	N 01 ° 58 ' 38 " W 451.56'
10	To	11	S	27 ° 32 ' 13 " W	1241.15'	25	To	26	N 48 ° 45 ' 54 " W 45.28'
11	To	12	S	87 ° 39 ' 23 " W	533.88'	26	To	27	N 69 ° 39 ' 49 " W 616.08'
12	To	13	S	01 ° 29 ' 01 " W	234.29'	27	To	28	S 79 ° 07 ' 27 " W 92.18'
13	To	14	S	17 ° 14 ' 45 " W	503.93'	28	To	29	N 11 ° 00 ' 48 " W 100.00'
14	To	15	S	01 ° 58 ' 38 " E	608.95'	29	To	36	N 79 ° 07 ' 27 " E 718.37'
15	To	16	S	87 ° 18 ' 15 " W	75.26'	36	To	37	N 01 ° 58 ' 41 " W 38.65'
16	To	17	S	26 ° 22 ' 13 " W	736.50'	37	To	38	N 88 ° 01 ' 21 " E 33.00'
17	To	18	S	21 ° 35 ' 21 " W	289.49'	38	To	39	N 58 ° 18 ' 01 " E 46.30'
18	To	19	S	27 ° 24 ' 56 " W	356.14'	39	To	40	R = 1500.00' L = 267.86' LC = N 84°37'23" E 267.50'
19	To	20	S	27 ° 18 ' 08 " W	50.19'	40	To	33	S 79 ° 39 ' 02 " E 319.93'
20	To	21	N	62 ° 25 ' 19 " W	1.45'	33	To	34	N 51 ° 43 ' 55 " E 670.78'
21	To	22	N	13 ° 30 ' 20 " E	612.50'	34	To	7	N 45 ° 22 ' 08 " E 179.61'

Bearing and Distance Lot 1				
4	To	12	N 87 ° 39 ' 23 " E	180.06'
12	To	13	S 01 ° 29 ' 01 " W	234.29'
13	To	14	S 17 ° 14 ' 45 " W	503.93'
14	To	4	N 01 ° 58 ' 38 " W	708.55'

Bearing and Distance Lot 2				
4	To	25	N 01 ° 58 ' 38 " W	451.56'
25	To	35	S 48 ° 45 ' 54 " E	269.14'
35	To	12	S 01 ° 29 ' 01 " W	266.61'
12	To	4	S 87 ° 39 ' 23 " W	180.06'

Bearing and Distance Lot 3				
37	To	38	N 88 ° 01 ' 21 " E	33.00'
38	To	39	N 58 ° 18 ' 01 " E	46.30'
39	To	40	R = 1500.00' L = 267.86' LC = N 84°37'23" E 267.50'	
40	To	33	S 79 ° 39 ' 02 " E	319.93'
33	To	32	S 48 ° 38 ' 49 " W	417.05'
32	To	31	N 61 ° 11 ' 29 " W	278.87'
31	To	41	N 76 ° 49 ' 38 " W	94.11'
41	To	37	N 01 ° 58 ' 41 " W	126.73'

Bearing and Distance Lot 4				
30	To	36	N 79 ° 07 ' 27 " E	208.65'
36	To	41	S 01 ° 58 ' 41 " E	88.09'
41	To	30	N 76 ° 49 ' 38 " W	213.56'

Bearing and Distance Lot B				
7	To	8	N 30 ° 52 ' 09 " E	774.32'
8	To	9	N 45 ° 36 ' 19 " E	210.04'
9	To	10	S 24 ° 38 ' 47 " W	1283.63'
10	To	11	S 27 ° 32 ' 13 " W	1241.15'
11	To	12	S 87 ° 39 ' 23 " W	533.88'
12	To	35	N 01 ° 29 ' 01 " E	266.61'
35	To	25	N 48 ° 45 ' 54 " W	269.14'
25	To	26	N 48 ° 45 ' 54 " W	45.28'
26	To	27	N 69 ° 39 ' 49 " W	616.08'
27	To	28	S 79 ° 07 ' 27 " W	92.18'
28	To	29	N 11 ° 00 ' 48 " W	100.00'
29	To	30	N 79 ° 07 ' 27 " E	509.72'
30	To	31	S 76 ° 49 ' 38 " E	307.67'
31	To	32	S 61 ° 11 ' 29 " E	278.87'
32	To	33	N 48 ° 38 ' 49 " E	417.05'
33	To	34	N 51 ° 43 ' 55 " E	670.78'
34	To	7	N 45 ° 22 ' 08 " E	179.61'

Bearing and Distance Lot A				
14	To	15	S 01 ° 58 ' 38 " E	608.95'
15	To	16	S 87 ° 18 ' 15 " W	75.26'
16	To	17	S 26 ° 22 ' 13 " W	736.50'
17	To	18	S 21 ° 35 ' 21 " W	289.49'
18	To	19	S 27 ° 24 ' 56 " W	356.14'
19	To	20	S 27 ° 18 ' 08 " W	50.19'
20	To	21	N 62 ° 25 ' 19 " W	1.45'
21	To	22	N 13 ° 30 ' 20 " E	612.50'
22	To	23	N 27 ° 32 ' 14 " E	775.78'
23	To	24	N 15 ° 45 ' 51 " E	641.93'

Bearings and Distances Boundary Section Lines				
1	To	2	S 01 ° 48 ' 33 " E	1366.20'
2	To	3	S 87 ° 59 ' 41 " W	1325.19'
3	To	4	S 01 ° 58 ' 39 " E	1317.91'
5	To	6	S 87 ° 18 ' 18 " W	1919.77'

Area Table		
Boundary and Lots	Square Feet	Acres
Southwest Arterial Plat 2	1,655,270	38.00
Lot 1	79,827	1.83
Lot 2	68,238	1.57
Lot 3	129,368	2.97
Lot 4	9,079	0.21
Lot A	193,683	4.45
Lot B	1,175,074	26.97

Southwest Arterial Plat 2

Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of Section 6, Township 88 North Range 2 East of the 5th P.M. (File 2016-00007243 and Part of Lots 3 of 2 and 2 of 2 in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. and Part of Parcel "A" of Lot 1 and Part of Parcel "B" all in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (Document 2002-0006728) and Part of Lot B of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot A of Lot 1 of Paul Cate Place and the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot B of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00011178) and Lot A of Lot 1 of Siegert's Place 5th Addition (File 2016-00011178) and Lot A-2-2 of South Fork Industrial Subdivision No. 1 (File 2016-00004917) and Part of Seippel Road and Part of Cousins Road all in the City of Dubuque, County of Dubuque, State of Iowa

Description: Southwest Arterial Plat 2:

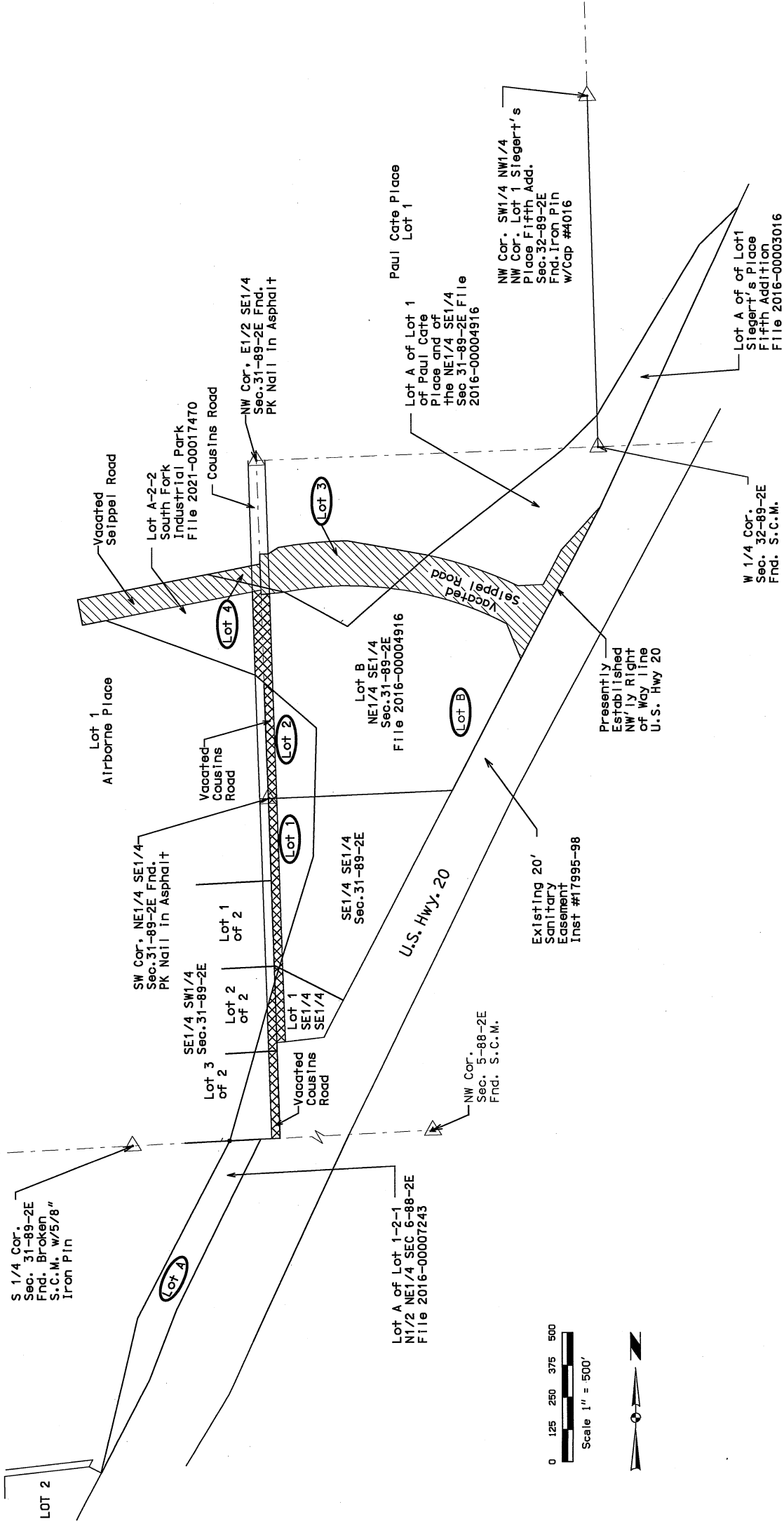
Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of Section 6, Township 88 North Range 2 East of the 5th P.M. (File 2016-00007243) and Part of Lots 3 of 2 and 2 of 2 in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. and Part of Parcel "A" of Lot 1 and Part of Parcel "B" all in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (Document 2002-0006728) and Part of Lot B of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot A of Lot 1 of Paul Cate Place and the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot B of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00011178) and Lot A of Lot 1 of Siegert's Place Fifth Addition (File 2016-00011178) and Part of Lot A-2-2 of South Fork Industrial Subdivision No. 1 (File 2016-00004917) and Part of Seippel Road and Part of Cousins Road all in the City of Dubuque, County of Dubuque, State of Iowa, more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 31; thence South 01°48'33" East (assumed bearing for the purpose of this description) along the West line of the Southwest 1/4 of the Northwest 1/4 of said Section 32, a distance of 1,244.57 feet to a Westerly corner of Lot A of Lot 1 of Siegert's Place Fifth Addition being the Point of Beginning; thence North 30°52'09" East along the Northwesterly line of said Lot A of Lot 1 of Siegert's Place Fifth Addition, 774.32 feet; thence North 45°36'19" East along the Northwesterly line of said Lot A of Lot 1 of Siegert's Place Fifth Addition, 210.04 feet to the presently established Northwesterly right-of-way line of U.S. Highway 20; thence South 24°38'47" West along said Northwesterly right-of-way line, 1,283.63 feet; thence South 27°32'13" West along said Northwesterly right-of-way line, 1,241.15 feet to the Northeasterly corner of Parcel "B" of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence South 87°39'23" West along the Northerly line of said Parcel "B", 533.88 feet; thence South 01°29'01" West, 234.29 feet; thence South 17°14'45" West, 503.93 feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence South 01°58'38" East along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 31, a distance of 608.95 feet to the South line of said Section 31; thence South 87°18'15" West along said South Line, 75.26 feet to the Northeast corner of Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of said Section 6; thence South 26°22'13" West along the Southeasterly line of said Lot A of Lot 1-2-1, also being the presently established Northwesterly right-of-way line of U.S. Highway 20, a distance of 736.50 feet; thence South 21°35'21" West along the Southeasterly line of said Lot A of Lot 1-2-1, also being the presently established Northwesterly right-of-way line of U.S. Highway 20, a distance of 289.49 feet; thence South 27°24'56" West along the Southeasterly line of said Lot A of Lot 1-2-1, also being the presently established Northwesterly right-of-way line of U.S. Highway 20, a distance of 356.14 feet; thence South 27°18'08" West along the Southeasterly line of said Lot A of Lot 1-2-1, also being the presently established Northwesterly right-of-way line of U.S. Highway 20, a distance of 50.19 feet to the Southerly line of said Lot A of Lot 1-2-1; thence North 62°25'19" West along the Southerly line of said Lot A of Lot 1-2-1 a distance of 1.45 feet to the Northwesterly line of said Lot A of Lot 1-2-1; thence North 13°30'20" East along the Northwesterly line of said Lot A of Lot 1-2-1, a distance of 612.50 feet; thence North 27°32'14" East along the Northwesterly line of said Lot A of Lot 1-2-1, a distance of 775.78 feet to the Northwesterly corner of said Lot A of Lot 1-2-1, which is on the Southerly line of the Southeast 1/4 of the Southwest 1/4 of said Section 31; thence North 15°45'51" East, 641.93 feet to the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence North 01°58'38" West along the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section 31, a distance of 708.55 feet to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence continuing North 01°58'38" West along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31, a distance of 451.56 feet; thence North 48°45'54" West, 45.28 feet to the Southeasterly corner of Lot A-2-2 of South Fork Industrial Subdivision No. 1, which is on the presently established Westerly right-of-way line of Cousin Road; thence North 69°39'49" West along the Southwesterly line of said Lot A-2-2, a distance of 616.08 feet to the Westerly corner of said Lot A-2-2, which is on the presently established Southerly right-of-way line of vacated Seippel Road; thence South 79°07'27" West along the presently established Southerly right-of-way line of vacated Seippel Road, 92.18 feet; thence North 11°00'48" West, 100.00 feet to the presently established Northerly right-of-way line of vacated Seippel Road; thence North 79°07'27" East along the presently established Northerly right-of-way line of vacated Seippel Road, 718.37 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence North 01°58'41" West along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31, a distance of 38.65 feet to the presently established Northerly right-of-way line of vacated Seippel Road; thence North 88°01'21" East along the presently established Northerly right-of-way line of vacated Seippel Road, 33.00 feet to the presently established Easterly right-of-way line of Cousins Road; thence North 58°18'01" East along the presently established Northerly right-of-way line of vacated Seippel Road, 46.30 feet; thence Easterly along the presently established Northerly right-of-way line of vacated Seippel Road being a 1500.00-foot radius curve concave Southerly and having a long chord bearing North 84°37'23" East, 267.50 feet, a distance of 267.86 feet (arc length); thence South 79°39'02" East along the presently established Northerly right-of-way line of vacated Seippel Road, 319.93 feet to the Westerly corner of Lot A of Lot 1 of Paul Cate Place and of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence North 51°43'55" East along the Northwesterly line of said Lot A of Lot 1 of Paul Cate Place and of the Northeast 1/4 of the Southeast 1/4, a distance of 670.78 feet to the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence North 45°22'08" East along the Northwesterly line of said Lot A of Lot 1 of Paul Cate Place and of the Northeast 1/4 of the Southeast 1/4, a distance of 179.61 feet to the Point of Beginning.

Containing 1,655,270 Square Feet or 38.00 Acres.

Southwest Arterial Plat 2

Portions of Seippel Road and Cousins Road to be Vacated



OWNER'S ACKNOWLEDGEMENT

DUBUQUE, IOWA

The foregoing Plat of Survey of: Southwest Arterial Plat 2, in the City of Dubuque, Dubuque County, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne N. Breitfelder, City Clerk

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

On this ____ day of _____ A.D. 20__ before me, a Notary Public in and for the County of Dubuque and State of Iowa, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, City Clerk, to me personally known who, being duly sworn did say that the said Brad M. Cavanagh is Mayor and the said Adrienne N. Breitfelder, City Clerk of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city and the said Brad M. Cavanagh and Adrienne N. Breitfelder, City Clerk acknowledge the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily executed.

Notary Public in and for said County

My Commission Expires _____

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in _____, Dubuque County, Iowa, have examined the abstract of title to the land included within against Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of Section 6, Township 88 North Range 2 East of the 5th P.M. (File 2016-00007243) and Part of Lots 3 of 2 and 2 of 2 in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. and Part of Parcel "A" of Lot 1 and Part of Parcel "B" all in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (Document 2002-0006728) and Part of Lot B of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot A of Lot 1 of Paul Cate Place and the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot B of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00011178) and Lot A of Lot 1 of Siegert's Place Fifth Addition (File 2016-00011178) and Part of Lot A-2-2 of South Fork Industrial Subdivision No. 1 (File 2016-00004917) and Part of Seippel Road and Part of Cousins Road all in the City of Dubuque, County of Dubuque, State of Iowa. Said abstract has been prepared in its entirety by the _____ Abstract Company and was last certified to by said company on the _____ day of __, AD, 20_____, at the hour of ____ o'clock ____M.

My examination of said abstract shows good and merchantable title on the date and hour of certification to be in _____, dated at _____, Iowa, in said County, this ____ day of _____, 20__.

Attorney at Law

DUBUQUE COUNTY PLATS OFFICER

Dubuque, Iowa _____, 20__

I, the undersigned, _____, Dubuque County Plats Officer, has received and examined for compliance with the Dubuque County Platting and Subdivision the foregoing plat of Southwest Arterial Plat 2, City Dubuque, Dubuque County, Iowa, and has found said plat to be acceptable.

Plats Officer of Dubuque County

DUBUQUE COUNTY TREASURER

Dubuque, Iowa _____, 20__

I the undersigned, _____, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes and special assessments levied against Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of Section 6, Township 88 North Range 2 East of the 5th P.M. (File 2016-00007243) and Part of Lots 3 of 2 and 2 of 2 in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. and Part of Parcel "A" of Lot 1 and Part of Parcel "B" all in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (Document 2002-0006728) and Part of Lot B of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot A of Lot 1 of Paul Cate Place and the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot B of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00011178) and Lot A of Lot 1 of Siegert's Place Fifth Addition (File 2016-00011178) and Part of Lot A-2-2 of South Fork Industrial Subdivision No. 1 (File 2016-00004917) and Part of Seippel Road and Part of Cousins Road all in the City of Dubuque, County of Dubuque, State of Iowa. have been paid and said real estate is free and clear of all taxes as of this date.

County Treasurer, Dubuque County, Iowa

DUBUQUE COUNTY BOARD OF HEALTH

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 2, City of Dubuque, Dubuque County, Iowa, is hereby approved by the Dubuque County Board of Health and approval of said plat by the Dubuque County Board of Supervisors is hereby recommended.

Dubuque County Board of Health

By _____
Chairperson

DUBUQUE COUNTY PLANNING AND ZONING

Dubuque, Iowa _____, 20__

The foregoing plat of the Southwest Arterial Plat 2, City of Dubuque, Dubuque County, Iowa, is hereby approved by the Dubuque County Planning and Zoning Commission and approval of said plat by the County Board of Supervisors is recommended.

Dubuque County Planning and Zoning Commission

By _____
Chairperson

DUBUQUE COUNTY ASSESSOR

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 2, City of Dubuque, Dubuque County, Iowa, was reviewed by the office of the Dubuque County Assessor this _____ day of _____, 20__.

County Assessor of Dubuque County, Iowa

DUBUQUE COUNTY AUDITOR'S CERTIFICATE

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 2, City of Dubuque, Dubuque County, Iowa, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 20__.

We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County

DUBUQUE COUNTY ENGINEER'S CERTIFICATE

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 2, City of Dubuque, Dubuque County, Iowa, has been reviewed for compliance with current Dubuque County Platting and Subdivision regulations, and has been approved by the County Engineer of Dubuque County, Iowa, this _____ day of _____, 20__.

Dubuque County Engineer

DUBUQUE COUNTY BOARD OF SUPERVISORS

Dubuque, Iowa _____, 20__

The Dubuque County Board of Supervisors of the County of Dubuque, Iowa, do hereby certify that the foregoing plat of Southwest Arterial Plat 2, City of Dubuque, Dubuque County, Iowa, has been filed in the office of the County Board of Supervisors and, that by Resolution No. _____ the Dubuque County Board of Supervisors have reviewed and approved said plat.

Chairperson

Attest: _____
Dubuque County Auditor

DUBUQUE COUNTY RECORDER’S CERTIFICATE

Dubuque, Iowa _____, 20__

The foregoing plat of Southwest Arterial Plat 2, City of Dubuque, Dubuque County, Iowa, has been received by the Dubuque County Recorder.

County Recorder of Dubuque County, Iowa

CITY COUNCIL APPROVING FINAL PLAT

Dubuque, Iowa _____, 20__

The undersigned, _____, Mayor, and _____, Clerk of the City of Dubuque, Dubuque County, Iowa, do hereby certify that the foregoing Final Plat of Southwest Arterial Plat 2, a Subdivision of Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of Section 6, Township 88 North Range 2 East of the 5th P.M. (File 2016-00007243) and Part of Lots 3 of 2 and 2 of 2 in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. and Part of Parcel “A” of Lot 1 and Part of Parcel “B” all in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (Document 2002-0006728) and Part of Lot B of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot A of Lot 1 of Paul Cate Place and the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot B of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00011178) and Lot A of Lot 1 of Siegert’s Place Fifth Addition (File 2016-00011178) and Part of Lot A-2-2 of South Fork Industrial Subdivision No. 1 (File 2016-00004917) and Part of Seippel Road and Part of Cousins Road all in the City of Dubuque, County of Dubuque, State of Iowa, as appears heretofore has been filed in the Office of the City Clerk of Dubuque, Iowa, and that the City Council of the City of Dubuque, Iowa, approved said plat.

Mayor

City Clerk

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

On this _____ day of _____, 20__, before me _____, a Notary Public in and for the State of Iowa, personally appeared _____, and _____, to me personally known and who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution Number _____ adopted by the City Council on the ____ day of _____, 20__, and that _____, and _____ acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

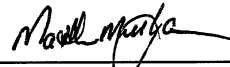
CITY OF DUBUQUE PLANNING AND ZONING COMMISSION

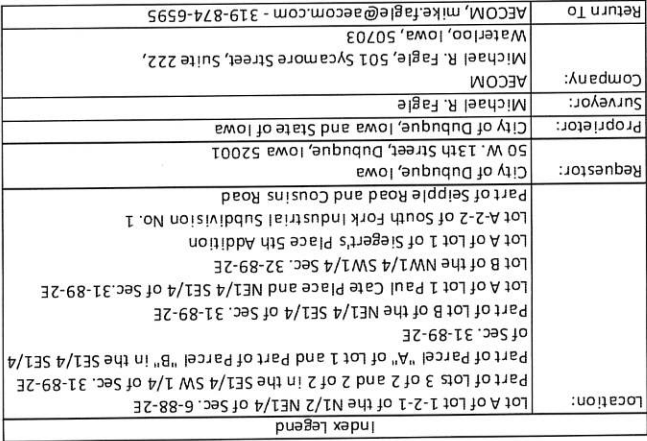
Dubuque, Iowa

_____, 20____

The foregoing plat of Southwest Arterial Plat 2, a Subdivision of Lot A of Lot 1-2-1 of the North 1/2 of the Northeast 1/4 of Section 6, Township 88 North Range 2 East of the 5th P.M. (File 2016-00007243) and Part of Lots 3 of 2 and 2 of 2 in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. and Part of Parcel "A" of Lot 1 and Part of Parcel "B" all in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (Document 2002-0006728) and Part of Lot B of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot A of Lot 1 of Paul Cate Place and the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00014506) and Lot B of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. (File 2016-00011178) and Lot A of Lot 1 of Siegert's Place Fifth Addition (File 2016-00011178) and Part of Lot A-2-2 of South Fork Industrial Subdivision No. 1 (File 2016-00004917) and Part of Seippel Road and Part of Cousins Road all in the City of Dubuque, County of Dubuque, State of Iowa., as shown on the attached plat, being within the City of Dubuque is hereby approved by the Dubuque Planning and Zoning Commission and approval of said plat by the City Council of the City of Dubuque, Dubuque County, Iowa, is hereby recommended.

Dubuque Planning and Zoning
Commission

By 
Chairperson



TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

DATE: May 07, 2025

SUBJECT: Final Plat of Southwest Arterial Plat 2

INTRODUCTION

The proposed Plat of Survey would create six (6) new lots in order to begin cleaning up a number of properties along the west side of the Southwest Arterial and Highway 52 interchange. Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Minor Subdivision¹ and therefore requires review by the Zoning Advisory Commission and City Council.

DISCUSSION

As proposed, the Southwest Arterial Plat 2 would create six lots at the intersection of the Southwest Arterial and Highway 52. The plat is being proposed in order to reallocate property between the City and Iowa Department of Transportation (IDOT). The proposed plat would create the following six lots:

- Lot A will be conveyed to the City of Dubuque;
- Lot B will be incorporated into the IDOT right-of-way;
- Lot 1 will be conveyed to the City of Dubuque.
- Lot 2 will be conveyed to the City of Dubuque.
- Lot 3 will be conveyed to the City of Dubuque.
- Lot 4 will be conveyed to the City of Dubuque.

Site image on following page

¹ UDC Chapter 16-11-6 defines a Minor Subdivision as “Any subdivision or consolidation of property in which no new streets, public or private, are proposed and which does not require the construction of any public improvements and which creates three (3) or more lots.”

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

RESOLUTION NO. - 25

**A RESOLUTION APPROVING THE FINAL PLAT OF SOUTHWEST
ARTERIAL PLAT 2, IN THE CITY OF DUBUQUE, IOWA.**

Whereas, there has been filed with the City Clerk a Final Plat of Southwest Arterial Plat 2 in the City of Dubuque, Iowa; and

Whereas, said Final Plat has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Final Plat has been examined by the City Council and they find that it conforms to the statutes and ordinances relating thereto.

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

Section 1. That the Final Plat of Southwest Arterial Plat 2, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Corrected First Amendment Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street
SUMMARY:	City Manager recommending City Council adopt the resolution correcting the scrivener's error in the Original First Amendment to the Development Agreement for 1243 Locust Street. RESOLUTION Nunc Pro Tunc Correcting And Amending A Scrivener's Error In First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Wilson House Apts, LLC
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Corrected First Amendment 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

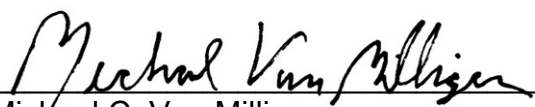
SUBJECT: Corrected First Amendment to Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street

DATE: May 13, 2025

Economic Development Director Jill Connors is recommending City Council adopt the resolution correcting the scrivener's error in the Original First Amendment to the Development Agreement for 1243 Locust Street.

On April 21, 2025, the Dubuque City Council approved the Original First Amendment to Development Agreement allowing the Developer to receive the benefits of the modified Downtown Rehabilitation Grant program. Subsequently, a scrivener's error was identified in the numbering of the incentives outlined in Section 3 of the Original First Amendment. The Original First Amendment to Development Agreement unintentionally removed an incentive due to a numbering error. The Corrected First Amendment to Development Agreement rennumbers the incentives to correct the error. All other previously approved terms and conditions remain in full force and effect. The attached Resolution includes the phrase "Nunc Pro Tunc", which in Latin means "now for then". This means that the enclosed Resolution is intended to have a retroactive impact to correct the scrivener's error so that the Resolution will continue to have the same effective date and such effective date will not be changed by the corrective Resolution.

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



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Corrected First Amendment to Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street

DATE: May 13, 2025

INTRODUCTION

This memorandum presents for City Council consideration and action the attached Resolution approving a Corrected First Amendment to Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street.

BACKGROUND

The Downtown Rehabilitation Loan Program (DRLP) provides several incentives from the Economic Development department for the rehabilitation of historic buildings in our greater downtown.

This program has had a positive impact in the appearance and livability of our downtown, which leads to a more attractive business and residential environment. As such, the Economic Development Department finds these programs to be great tools for attracting and retaining a quality workforce for our businesses.

The City entered into a Development Agreement dated May 20, 2024, for the redevelopment of 1243 Locust Street, including a Housing Creation Incentive, a Downtown Rehabilitation Grant, and 15 years of tax increment financing.

DISCUSSION

On April 21, 2025, the Dubuque City Council approved the Original First Amendment to Development Agreement allowing the Developer to receive the benefits of the modified Downtown Rehabilitation Grant program. Subsequently, a scrivener's error was identified in the numbering of the incentives outlined in Section 3 of the Original First Amendment. The Original First Amendment to Development Agreement unintentionally removed an incentive due to a numbering error. The Corrected First Amendment to Development Agreement renumbers the incentives to correct the error. All other previously approved terms and conditions remain in full force and effect.

The attached Resolution includes the phrase "Nunc Pro Tunc", which in Latin means "now for then". This means that the enclosed Resolution is intended to have a retroactive impact to correct the scrivener's error so that the Resolution will continue to have the same effective date and such effective date will not be changed by the corrective Resolution.

RECOMMENDATION / ACTION STEP

I respectfully request that the attached Resolution correcting the scrivener's error be adopted to support invest in the greater downtown.

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
WILSON HOUSE APTS, LLC**

This First Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 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), and WILSON HOUSE APTS, LLC (Developer).

WHEREAS, City and Developer entered into a Development Agreement dated May 20, 2024 (the Agreement); and

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

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

Section 1. Section 2.4 of the Agreement is hereby amended to read as follows:

2.4 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced by August 1, 2025 and shall be substantially completed by December 31, 2026. The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

Section 2. Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2025 (\$90,500). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2022 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

Section 3. Is amended by adding the following Section 3.6:

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documented costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

Section 4. Section 3.7 and Section 3.8 of the Agreement are hereby deleted.

Section 5. Section 5.2. of the Agreement is hereby amended to read as follows:

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-term rentals in

each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

Section 6. Section 7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2043 (the Termination Date).

Section 7. Except as modified herein, the Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

WILSON HOUSE APTS, LLC

By: _____
Brad M. Cavanagh, Mayor

By:  _____
Andrew McCready, Vice President

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. 131-25-A

RESOLUTION NUNC PRO TUNC CORRECTING AND AMENDING A SCRIVENER'S ERROR IN FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND WILSON HOUSE APTS, LLC

Whereas, the City of Dubuque (City) and Wilson House Apts, LLC (Developer) entered into a Development Agreement dated May 20, 2024 for the redevelopment of 1243 Locust Street in the City of Dubuque, Iowa (the Project); and

Whereas, by Resolution No. 131-25, City and Developer agreed to amend the Development Agreement as set forth in the Original First Amendment to Development Agreement; and

Whereas, the Original First Amendment to Development Agreement contained a scrivener's error in the numbering of Section 3; and

Whereas, correcting the scrivener's error does not change the intent of the City Council to provide incentives under the Original First Amendment to Development Agreement.

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

Section 1. The findings and conclusions set forth in the Original First Amendment to Development Agreement are hereby ratified and confirmed in all respects as the findings of this City Council for the Corrected First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Wilson House Apts, LLC, copy of which is attached hereto, with the exception of the amended Section 3 as set forth below.

Section 2. Section 3 of the Corrected First Amendment to Development Agreement approved and adopted by Resolution No. 131-25 on April 21st, 2025, is hereby corrected, nunc pro tunc, to provide as set forth in Section 3, attached hereto.

Section 3. The attached Corrected First Amendment to Development Agreement shall be substituted in lieu of the Original First Amendment to Development Agreement.

Section 4. The Mayor is hereby authorized and directed to execute the Corrected 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 Corrected First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE: FY26 Iowa Department of Transportation's Certificate of Cost Allocation Plan Review and Approval

SUMMARY: City Manager recommending City Council approval to sign the Iowa Department of Transportation's (IDOT's) Certificate of Cost Allocation Plan, which are part of The Jule's fiscal year 2026 (FY26) Consolidated Funding Application.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 04b-Staff Memo
3. 04b-Certificate_of_Cost_Allocation 25
4. 2026_Authorizing_Resolution-Consolidated_Funding (003)

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

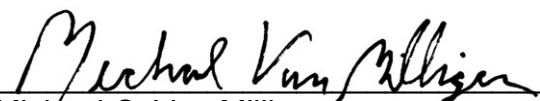
SUBJECT: FY26 Iowa Department of Transportation's Certificate of Cost Allocation Plan Review and Approval

DATE: May 14, 2025

Director of Transportation Services Ryan Knuckey is recommending City Council's approval to sign the Iowa Department of Transportation's (IDOT's) Certificate of Cost Allocation Plan, which are part of The Jule's fiscal year 2026 (FY26) Consolidated Funding Application.

To receive the state operating and maintenance allocations for FY26, The Jule is required to submit a Consolidated Funding Application. This annual application requires that, along with other documents, a Certificate of Cost Allocation Plan be submitted. The Jule, as the public transit agency operated by the City of Dubuque, receives a portion of its annual operating funds from the IDOT/Office of Public Transit (OPT) and/or Federal Transit Administration (FTA). The timely submittal of the Consolidated Funding Application is critical to ensuring the release of funds.

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
Ryan Knuckey, Director of Transportation Services



TO: Michael C. Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services

SUBJECT: FY26 Iowa Department of Transportation's Certificate of Cost Allocation Plan Review and Approval

DATE: May 13, 2025

PURPOSE

This memorandum is a request for the City Manager to review the Iowa Department of Transportation's (IDOT's) Certificate of Cost Allocation Plan to obtain your approval and signature, which are part of The Jule's fiscal year 2026 (FY26) Consolidated Funding Application.

BACKGROUND:

To receive the state operating and maintenance allocations for FY26, The Jule is required to submit a Consolidated Funding Application. This annual application requires that, along with other documents, a Certificate of Cost Allocation Plan be submitted. The Jule, as the public transit agency operated by the City of Dubuque, receives a portion of its annual operating funds from the IDOT/Office of Public Transit (OPT) and/or Federal Transit Administration (FTA). The timely submittal of the Consolidated Funding Application is critical to ensuring the release of funds.

DISCUSSION:

The City of Dubuque d.b.a. The Jule (The Jule) is, as a federally and state funded public transit system, prohibited from engaging in behaviors that are not consistent with current Federal and State laws regarding accounting and reporting practices and use of federal/state funding for purposes of lobbying.

By signing the Certificate of Cost Allocation Plan (the Plan) the City of Dubuque is certifying that it follows 2 CFR Part 225 "Cost Principles for State, Local and Indian Tribal Governments", including generally accepted accounting principles, that an adequate accounting and statistical system exists, that an adequate information has been in support of the Plan is accurate and that all federally unallowable costs have been excluded from allocations (see attached Certificate of Cost Allocation for a more detailed definition). The Plan refers to the funding amounts shown in the Authorizing Resolution (see attached copy of the Authorizing Resolution).

The Authorizing Resolution for the FY26 Consolidated Funding application is scheduled to go to the City Council at their May 19, 2025 meeting for review and approval.

REQUESTED ACTION:

Enclosed with this memo are the Certificate of Cost Allocation Plan and the Authorizing Resolution. It is recommended that these documents be reviewed, and the Certificate of Cost Allocation Plan be signed for the inclusion with The Jule's FY26 Consolidated funding application.

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief that:

- (1) All costs and information included in this proposal dated 5/12/2025 to establish cost allocations or billings for FY26 are allowable in accordance with (please check the applicable CFR):
 - ☒ 2 CFR Part 225 (formerly OMB Circular A-87), "Cost Principles for State, Local and Indian Tribal Governments.", or
 - ☐ 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Non-profit Organizations."
- (2) All costs have been accorded consistent treatment in accordance with generally accepted accounting principles,
- (3) An adequate accounting and statistical system exists to support claims that will be made under the Plan,
- (4) The information provided in support of the Cost Allocation Plan is accurate, and
- (5) All federally unallowable costs have been excluded from allocations.

I declare under penalty of perjury that the foregoing is true and correct.

Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.

Signature

Michael Van Milligan

Print Name

City Manager

Title

City of Dubuque

Name of Organization

Date Signed

RESOLUTION NO. -25

AUTHORIZING RESOLUTION: APPROVAL OF CONSOLIDATED FUNDING APPLICATION TO IOWA DOT

Whereas, the City of Dubuque provides fixed-route and paratransit services for the citizens of Dubuque; and

Whereas, the Iowa Department of Transportation (IDOT) is a pass-through funding entity for federal capital and operating funds; and

Whereas, the City of Dubuque has historically applied through the IDOT for these funds; and

Whereas, pursuant to published notice, a public hearing was held on the proposed approval of the consolidated funding application on May 19, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, the City Council finds that the applying for the funds to be beneficial to the continued provision of transit service for the citizens of Dubuque.

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

Section 1. The City Council of the City of Dubuque, Iowa hereby endorses the application to the IDOT, which includes a City match.

Section 2. The IDOT application will include requests and mandatory certifications by the City of Dubuque as follows:

From the State Transit Assistance Program:
2.067% of formula funds
Total: \$399,858

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and persons with disabilities:
\$93,467

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that the City of Dubuque/The Jule has sufficient non-federal funds or sufficient in-kind match to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this contract.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve system cash flow.

Section 3. That Ryan Knuckey, Director of Transportation Services, is authorized on behalf of the City Council, to apply for financial assistance and to enter into related contract(s) with the IDOT.

Passed, adopted and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Award 2025 ADA Sidewalk Curb Ramp Project One

SUMMARY: City Manger recommending City Council award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project One through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$81,602.58 which is 15.4% below the engineer's estimate.
RESOLUTION Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project One

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

ATTACHMENTS:

1. MVM Memo
2. 2025 ADA Project One Award Recording Memo
3. 2025 ADA Sidewalk Curb Ramp Project One - Council Award RESOLUTION
4. Bid Tab 2025 RAMP PROJECT - ONE

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Award Recording Memo 2025 ADA Sidewalk Curb Ramp Project One

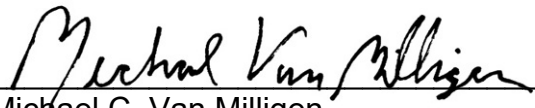
DATE: May 13, 2025

City Engineer Gus Psihoyos is recommending City Council award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project One through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$81,602.58 which is 15.4% below the engineer's estimate.

The 2025 ADA Sidewalk Curb Ramp Project One will provide for the replacement of access ramps on Asbury Road from John F. Kennedy Road to Avalon Street in conjunction with the Public Works Asphalt Overlay program at the following locations:

1. Asbury Road and John F. Kennedy Road, three directional ADA sidewalk curb ramps and one non-directional ADA sidewalk curb ramp.
2. Asbury Road and Crissy Street, two directional ADA sidewalk curb ramps.
3. Asbury Road and Evergreen Street, two directional ADA sidewalk curb ramps.
4. Asbury Road and Woodlawn Street, two directional ADA sidewalk curb ramps.
5. Asbury Road and Avalon Street, two directional ADA sidewalk curb ramps.

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
Arielle Swift, Public Works Director
Adam Decker, Engineering Technician

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Award Recording Memo 2025 ADA Sidewalk Curb Ramp Project One

DATE: May 12, 2025

INTRODUCTION

The attached resolution authorizes the award of the public improvement construction contract for the 2025 ADA Sidewalk Curb Ramp Project One.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility difficulties to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. These are updated standards to use for facilities in the public right-of-way and addressed issues brought up since the original ADA standards were developed. The Iowa Department of Transportation has adopted the PROWAG standards. The Federal Highway Administration (FHWA) has also adopted the standards and requires all cities that receive federal funding to follow these standards.

DISCUSSION

The 2025 ADA Sidewalk Curb Ramp Project One will provide for the replacement of access ramps on Asbury Road from John F. Kennedy Road to Avalon Street in conjunction with the Public Works Asphalt Overlay program at the following locations:

1. Asbury Road and John F. Kennedy Road, three directional ADA sidewalk curb ramps and one non-directional ADA sidewalk curb ramp.
2. Asbury Road and Crissy Street, two directional ADA sidewalk curb ramps.
3. Asbury Road and Evergreen Street, two directional ADA sidewalk curb ramps.
4. Asbury Road and Woodlawn Street, two directional ADA sidewalk curb ramps.
5. Asbury Road and Avalon Street, two directional ADA sidewalk curb ramps.

BID RESULTS

The City received bids on May 1, 2025, for the 2025 ADA Sidewalk Curb Ramp Project One. Midwest Concrete, Inc. of Peosta, IA, submitted the low bid in the amount of \$81,602.58 which is 15.4% below the engineer's estimate. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid
Midwest Concrete Inc.	\$ 81,602.58
Drew Cook and Sons Excavating	\$ 82,470.65
Valentine Construction	\$ 101,357.37
Eastern Iowa Excavating and Concrete	\$ 103,011.42
Tschiggfrie Excavating	\$ 141,902.10

RECOMMENDATION

I recommend awarding the contract for the 2025 ADA Sidewalk Curb Ramp Project One to Midwest Concrete, Inc. in the amount of \$81,602.58.

The funding summary is as follows:

Description	Cost Estimate	Award
Construction	\$ 96,486.84	\$ 81,602.58
Contingency	14,473.03	14,473.03
Engineering Design and Administration	16,643.98	16,643.98
Total Construction Cost Estimate	\$ 127,603.84	\$ 112,719.59

ACTION TO BE TAKEN

The City Council is requested to award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project One through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$81,602.58.

Attach.

Prepared by Jon Dienst, P.E.

cc: Arielle Swift, Public Works Director
Adam Decker, Engineering Technician

RESOLUTION NO. -25

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2025 ADA
SIDEWALK CURB RAMP PROJECT ONE**

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

Whereas, sealed proposals have been submitted by contractors for the 2025
ADA Sidewalk Curb Ramp Project One, (the Project) and Notice to Bidders published
on the City of Dubuque, Iowa website and plan room service with statewide circulation
on the 17th day of April 2025.

Whereas, said sealed proposals were opened and read on the 1st day of May
2025 and it has been determined that Midwest Concrete, Inc. of Dubuque, IA submitted
the low bid in the amount of \$81,602.58, and is the lowest responsive, responsible
bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to
Midwest Concrete, Inc. and the City Manager is hereby directed to execute a Public
Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title:			2025 CURB RAMP PROJECT ONE		Bid Date		Engineer's Estimate		Midwest Concrete Inc.		Drew Cook and Son's Excavating		Valentine Construction Company		Eastern Iowa Excavating		Tschiggfrie Excavating Co.		
LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	
Division 2010 - Earthwork, Subgrade, and Subbase																			
1	2010-108-D-3	Topsoil, Off-site	10	CY	\$ 81.00	\$ 810.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 117.00	\$ 1,170.00	\$ 60.00	\$ 600.00			
2	2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	135	TON	\$ 30.00	\$ 4,050.00	\$ 32.00	\$ 4,320.00	\$ 23.00	\$ 3,105.00	\$ 24.00	\$ 3,240.00	\$ 31.00	\$ 4,185.00	\$ 45.00	\$ 6,075.00			
Division 6010 - Structures for Sanitary and Storm Sewers																			
3	6010-108-E-1	Manhole Adjustment, Minor	1	EA	\$ 659.00	\$ 659.00	\$ 725.00	\$ 725.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 560.00	\$ 560.00	\$ 2,000.00	\$ 2,000.00			
Division 7010 - Portland Cement Concrete Pavement																			
4	7010-108-A-0	Pavement, PCC, 6" (Thickness)	51	SY	\$ 103.00	\$ 5,253.00	\$ 70.00	\$ 3,570.00	\$ 70.00	\$ 3,570.00	\$ 110.00	\$ 5,610.00	\$ 75.25	\$ 3,837.75	\$ 170.00	\$ 8,670.00			
5	7010-108-E-0	Curb and Gutter, 30" (Width), 8" (Thickness)	250	LF	\$ 42.50	\$ 10,625.00	\$ 42.00	\$ 10,500.00	\$ 40.00	\$ 10,000.00	\$ 105.00	\$ 26,250.00	\$ 45.75	\$ 11,437.50	\$ 72.00	\$ 18,000.00			
Division 7030 - Sidewalks, Shared Use Paths, and Driveways																			
6	7030-108-A-1	Removal of Sidewalk	210	SY	\$ 28.00	\$ 5,880.00	\$ 21.00	\$ 4,410.00	\$ 30.00	\$ 6,300.00	\$ 20.00	\$ 4,200.00	\$ 45.00	\$ 9,450.00	\$ 22.00	\$ 4,620.00			
7	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	95	SY	\$ 80.00	\$ 7,600.00	\$ 70.00	\$ 6,650.00	\$ 70.00	\$ 6,650.00	\$ 70.00	\$ 6,650.00	\$ 86.00	\$ 8,170.00	\$ 100.00	\$ 9,500.00			
8	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	210	SY	\$ 90.00	\$ 18,900.00	\$ 85.00	\$ 17,850.00	\$ 80.00	\$ 16,800.00	\$ 75.00	\$ 15,750.00	\$ 71.50	\$ 15,015.00	\$ 110.00	\$ 23,100.00			
9	7030-108-G-0	Detectable Warning	112.25	SF	\$ 53.50	\$ 6,005.38	\$ 55.00	\$ 6,173.75	\$ 40.00	\$ 4,490.00	\$ 40.00	\$ 4,490.00	\$ 48.50	\$ 5,444.13	\$ 100.00	\$ 11,225.00			
Division 7040 - Pavement Rehabilitation																			
10	7040-108-A-0	Full Depth Patches PCC, 8" (Thickness)	54.93	SY	\$ 112.00	\$ 6,152.16	\$ 110.00	\$ 6,042.30	\$ 100.00	\$ 5,493.00	\$ 100.00	\$ 5,493.00	\$ 117.75	\$ 6,468.01	\$ 280.00	\$ 15,380.40			
11	7040-108-H-0	Pavement - Removal	170.58	SY	\$ 45.00	\$ 7,676.10	\$ 21.50	\$ 3,667.47	\$ 30.00	\$ 5,117.40	\$ 19.00	\$ 3,241.02	\$ 65.00	\$ 11,087.70	\$ 30.00	\$ 5,117.40			
12	7040-108-I-0	Curb and Gutter - Removal	250	LF	\$ 20.00	\$ 5,000.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 27.75	\$ 6,937.50	\$ 12.00	\$ 3,000.00			
IDOT Division 2528 - Traffic Control																			
13	IDOT 2528.04-A	Traffic Control	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 5,175.00	\$ 5,175.00	\$ 7,450.00	\$ 7,450.00	\$ 8,000.00	\$ 8,000.00	\$ 8,250.00	\$ 8,250.00	\$ 9,000.00	\$ 9,000.00			
IDOT Division 2524 - Traffic Signing																			
14	IDOT 2524.05-F	Existing Sign, Remove	6	EA	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 175.00	\$ 1,050.00	\$ 100.00	\$ 600.00	\$ 75.00	\$ 450.00	\$ 100.00	\$ 600.00			
Division 9010 - Seeding																			
15	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	738.1	SF	\$ 2.00	\$ 1,476.20	\$ 2.60	\$ 1,919.06	\$ 2.50	\$ 1,845.25	\$ 3.50	\$ 2,583.35	\$ 3.25	\$ 2,398.83	\$ 3.00	\$ 2,214.30			
Division 11,010 - Construction Survey																			
16	11010-108-B-0	Monument Preservation and Replacement	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 2,650.00	\$ 2,650.00	\$ 1,800.00	\$ 1,800.00			
Division 11,020 - Mobilization																			
17	11020-108-A-0	Mobilization	1	LS	\$ 6,600.00	\$ 6,600.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 21,000.00	\$ 21,000.00			
Total Base Bid Amount						\$ 96,486.84		\$ 81,602.58		\$ 82,470.65		\$ 101,357.37		\$ 103,011.41		\$ 141,902.10			
Total Selected Alternate(s) Amount						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
Total Bid Amount:						\$ 96,486.84		\$ 81,602.58		\$ 82,470.65		\$ 101,357.37		\$ 103,011.41		\$ 141,902.10			
								Total Bid	\$ 81,602.58	Total Bid	\$ 82,470.65	Total Bid	\$ 101,357.37	Total Bid	\$ 103,011.41	Total Bid	\$ 141,902.10		
% Over / Under (-)									-15.43%		-14.53%		5.05%		6.76%		47.07%		

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Award 2025 ADA Sidewalk Curb Ramp Project Two

SUMMARY: City Manager recommending City Council award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project Two through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$194,547.80, which is 5.14% below the engineer's estimate.
RESOLUTION Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project Two

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

ATTACHMENTS:

1. MVM Memo
2. 2025 ADA Project Two Award Recording Memo
3. 2025 ADA Sidewalk Curb Ramp Project Two - Council Award RESOLUTION
4. Bid Tab 2025 Ram Project Two

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Award Recording Memo 2025 ADA Sidewalk Curb Ramp Project Two

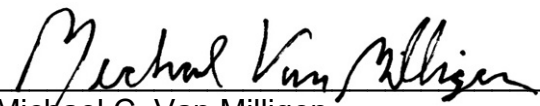
DATE: May 14, 2025

City Engineer Gus Psihoyos is recommending City Council award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project Two through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$194,547.80, which is 5.14% below the engineer's estimate.

The 2025 ADA Sidewalk Curb Ramp Project Two will provide for the replacement of access ramps in conjunction with the Public Works Asphalt Overlay program at the following locations:

1. Woodlawn at Chippewa Street, two single directional ADA sidewalk curb ramps and storm sewer intake replacement.
2. Mid-block Chippewa Street, replacement of two storm sewer intakes.
3. Woodlawn at Karen Street, two single & two double directional ADA sidewalk curb ramps.
4. Woodlawn at Lindale Street, two single & one non-directional ADA sidewalk curb ramps.
5. Kevindale at Karen Street, two single directional ADA curb ramps.
6. Kevindale at Lindale Street, curb replacement.
7. Kaufmann at North Grandview Avenue, four single & two double directional ADA sidewalk curb ramps. Replacement of four storm sewer intakes.

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
Arielle Swift, Public Works Director
Adam Decker, Engineering Technician

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Award Recording Memo 2025 ADA Sidewalk Curb Ramp Project Two

DATE: May 12, 2025

INTRODUCTION

The attached resolution authorizes the award of the public improvement construction contract for the 2025 ADA Sidewalk Curb Ramp Project Two.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility difficulties to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. These are updated standards to use for facilities in the public right-of-way and addressed issues brought up since the original ADA standards were developed. The Iowa Department of Transportation has adopted the PROWAG standards. The Federal Highway Administration (FHWA) has also adopted the standards and requires all cities that receive federal funding to follow these standards.

DISCUSSION

The 2025 ADA Sidewalk Curb Ramp Project Two will provide for the replacement of access ramps in conjunction with the Public Works Asphalt Overlay program at the following locations:

1. Woodlawn at Chippewa Street, two single directional ADA sidewalk curb ramps and storm sewer intake replacement.
2. Mid-block Chippewa Street, replacement of two storm sewer intakes.
3. Woodlawn at Karen Street, two single & two double directional ADA sidewalk curb ramps.
4. Woodlawn at Lindale Street, two single & one non-directional ADA sidewalk curb ramps.
5. Kevindale at Karen Street, two single directional ADA curb ramps.
6. Kevindale at Lindale Street, curb replacement.
7. Kaufmann at North Grandview Avenue, four single & two double directional ADA sidewalk curb ramps. Replacement of four storm sewer intakes.

BID RESULTS

The City received bids on May 1, 2025, for the 2025 ADA Sidewalk Curb Ramp Project Two. Midwest Concrete, Inc. of Peosta, IA, submitted the low bid in the amount of \$194,547.80 which is 5.14% below the engineer's estimate. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid
Midwest Concrete Inc.	\$ 194,547.80
Valentine Construction	\$ 195,510.50
Drew Cook and Sons Excavating	\$ 208,245.00
Eastern Iowa Excavating and Concrete	\$ 227,341.20
Tschiggfrie Excavating	\$ 325,184.00

RECOMMENDATION

I recommend awarding the contract for the 2025 ADA Sidewalk Curb Ramp Project two to Midwest Concrete, Inc. in the amount of \$194,547.80.

The funding summary is as follows:

Description	Cost Estimate	Award
Construction	\$ 205,080.25	\$ 194,547.80
Contingency	30,762.04	30,762.04
Engineering Design and Administration	35,376.34	35,376.34
Total Construction Cost Estimate	\$ 271,218.63	\$ 260,686.18

ACTION TO BE TAKEN

The City Council is requested to award the construction contract for the 2025 ADA Sidewalk Curb Ramp Project Two through the adoption of the attached resolution to Midwest Concrete, Inc. in the amount of \$194,547.80.

Attach.

Prepared by Jon Dienst, P.E.

cc: Arielle Swift, Public Works Director
Adam Decker, Engineering Technician

RESOLUTION NO. -25

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2025 ADA
SIDEWALK CURB RAMP PROJECT TWO**

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

Whereas, sealed proposals have been submitted by contractors for the 2025
ADA Sidewalk Curb Ramp Project Two, (the Project) and Notice to Bidders published
on the City of Dubuque, Iowa website and plan room service with statewide circulation
on the 17th day of April 2025.

Whereas, said sealed proposals were opened and read on the 1st day of May
2025 and it has been determined that Midwest Concrete, Inc. of Dubuque, IA submitted
the low bid in the amount of \$194,547.80, and is the lowest responsive, responsible
bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to
Midwest Concrete, Inc. and the City Manager is hereby directed to execute a Public
Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title:			2025 CURB RAMP PROJECT TWO			Bid Date		Engineer's Estimate		Midwest Concrete Inc.		Drew Cook and Sons Excavating		Valentine Construction Company		Eastern Iowa Excavating Co.		Tschiggfrie Excavating	
LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	
Division 2010 - Earthwork, Subgrade, and Subbase																			
1	2010-108-D-3	Topsoil, Off-site	40	CY	\$ 65.00	\$ 2,600.00	\$ 60.00	\$ 2,400.00	\$ 55.00	\$ 2,200.00	\$ 50.00	\$ 2,000.00	\$ 88.00	\$ 3,520.00	\$ 60.00	\$ 2,400.00			
2	2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	600	TON	\$ 25.00	\$ 15,000.00	\$ 30.00	\$ 18,000.00	\$ 22.00	\$ 13,200.00	\$ 24.00	\$ 14,400.00	\$ 25.00	\$ 15,000.00	\$ 45.00	\$ 27,000.00			
Division 6010 - Structures for Sanitary and Storm Sewers																			
3	6010-108-B-0	Intake Type, SW-501	4	VF	\$ 1,000.00	\$ 4,000.00	\$ 1,125.00	\$ 4,500.00	\$ 1,137.00	\$ 4,548.00	\$ 650.00	\$ 2,600.00	\$ 1,220.00	\$ 4,880.00	\$ 1,500.00	\$ 6,000.00			
4	6010-108-B-0	Intake Type, SW-503	4	VF	\$ 1,200.00	\$ 4,800.00	\$ 1,625.00	\$ 6,500.00	\$ 1,287.00	\$ 5,148.00	\$ 1,000.00	\$ 4,000.00	\$ 1,555.00	\$ 6,220.00	\$ 2,100.00	\$ 8,400.00			
5	6010-108-B-0	Intake Type, SW-505	12	VF	\$ 1,500.00	\$ 18,000.00	\$ 1,625.00	\$ 19,500.00	\$ 1,575.00	\$ 18,900.00	\$ 1,000.00	\$ 12,000.00	\$ 1,500.00	\$ 18,000.00	\$ 2,300.00	\$ 27,600.00			
6	6010-108-B-0	Intake Type, SW-506	8	VF	\$ 1,750.00	\$ 14,000.00	\$ 1,875.00	\$ 15,000.00	\$ 1,837.00	\$ 14,696.00	\$ 1,500.00	\$ 12,000.00	\$ 1,875.00	\$ 15,000.00	\$ 2,900.00	\$ 23,200.00			
7	6010-108-H-2	Remove Intake	7	EA	\$ 750.00	\$ 5,250.00	\$ 500.00	\$ 3,500.00	\$ 1,500.00	\$ 10,500.00	\$ 500.00	\$ 3,500.00	\$ 745.00	\$ 5,215.00	\$ 1,000.00	\$ 7,000.00			
Division 7010 - Portland Cement Concrete Pavement																			
8	7010-108-E-0	Curb and Gutter, 30" (Width), 8" (Thickness)	1085	LF	\$ 40.00	\$ 43,400.00	\$ 40.00	\$ 43,400.00	\$ 38.00	\$ 41,230.00	\$ 38.00	\$ 41,230.00	\$ 39.00	\$ 42,315.00	\$ 72.00	\$ 78,120.00			
Division 7030 - Sidewalks, Shared Use Paths, and Driveways																			
9	7030-108-A-1	Removal of Sidewalk	420	SY	\$ 20.00	\$ 8,400.00	\$ 20.00	\$ 8,400.00	\$ 26.00	\$ 10,920.00	\$ 25.00	\$ 10,500.00	\$ 30.50	\$ 12,810.00	\$ 22.00	\$ 9,240.00			
10	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	354	SY	\$ 75.00	\$ 26,550.00	\$ 55.00	\$ 19,470.00	\$ 68.00	\$ 24,072.00	\$ 70.00	\$ 24,780.00	\$ 62.85	\$ 22,248.90	\$ 100.00	\$ 35,400.00			
11	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	95	SY	\$ 85.00	\$ 8,075.00	\$ 85.00	\$ 8,075.00	\$ 75.00	\$ 7,125.00	\$ 75.00	\$ 7,125.00	\$ 145.75	\$ 13,846.25	\$ 110.00	\$ 10,450.00			
12	7030-108-G-0	Detectable Warning	201	SF	\$ 40.00	\$ 8,040.00	\$ 55.00	\$ 11,055.00	\$ 45.00	\$ 9,045.00	\$ 40.00	\$ 8,040.00	\$ 50.50	\$ 10,150.50	\$ 100.00	\$ 20,100.00			
Division 7040 - Pavement Rehabilitation																			
13	7040-108-H-0	Pavement - Removal	455	SY	\$ 30.00	\$ 13,650.00	\$ 20.50	\$ 9,327.50	\$ 25.00	\$ 11,375.00	\$ 20.00	\$ 9,100.00	\$ 50.00	\$ 22,750.00	\$ 30.00	\$ 13,650.00			
14	7040-108-I-0	Curb and Gutter - Removal	1085	LF	\$ 14.00	\$ 15,190.00	\$ 14.00	\$ 15,190.00	\$ 15.00	\$ 16,275.00	\$ 11.00	\$ 11,935.00	\$ 12.50	\$ 13,562.50	\$ 12.00	\$ 13,020.00			
IDOT Division 2528 - Traffic Control																			
15	IDOT 2528.04-A	Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,300.00	\$ 4,300.00	\$ 5,000.00	\$ 5,000.00			
IDOT Division 2524 - Traffic Signing																			
16	IDOT 2524.05-F	Existing Sign, Remove	5	EA	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 175.00	\$ 875.00	\$ 100.00	\$ 500.00	\$ 75.00	\$ 375.00	\$ 95.00	\$ 475.00			
Division 9010 - Seeding																			
17	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	3443	SF	\$ 1.75	\$ 6,025.25	\$ 2.10	\$ 7,230.30	\$ 2.00	\$ 6,886.00	\$ 3.50	\$ 12,050.50	\$ 1.35	\$ 4,648.05	\$ 3.00	\$ 10,329.00			
Division 11,010 - Construction Survey																			
18	11010-108-B-0	Monument Preservation and Replacement	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00			
Division 11,020 - Mobilization																			
19	11020-108-A-0	Mobilization	1	LS	\$ 5,900.00	\$ 5,900.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00	\$ 26,000.00	\$ 26,000.00			
Total Base Bid Amount						\$ 205,080.25		\$ 194,547.80		\$ 208,245.00		\$ 195,510.50		\$ 227,341.20		\$ 325,184.00			
Total Selected Alternate(s) Amount						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -			
Total Bid Amount:						\$ 205,080.25		\$ 194,547.80		\$ 208,245.00		\$ 195,510.50		\$ 227,341.20		\$ 325,184.00			
								Total Bid	\$ 194,547.80	Total Bid	\$ 208,245.00	Total Bid	\$ 195,510.50	Total Bid	\$ 227,341.20	Total Bid	\$ 325,184.00		
% Over / Under (-)									-5.14%		1.54%		-4.67%		10.85%		58.56%		

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: FY25 & FY26 Contracted Service Agreement: DuRide
SUMMARY: City Manager recommending City Council approval of a contracted services agreement for fiscal year 2025 and fiscal year 2026 with DuRide for \$30,000 each year to provide transportation services for senior citizens.
SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo to MVM Contracted service Agreement DuRide FY25-FY26 (002)
3. DuRide_FY25-FY26_Contracted Services Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

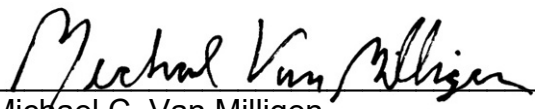
SUBJECT: FY25 & FY26 Contracted Service Agreement: DuRide

DATE: May 14, 2025

Director of Transportation Services Ryan Knuckey is recommending City Council approval of a contracted services agreement for fiscal year 2025 and fiscal year 2026 with DuRide for \$30,000 each year to provide transportation services for senior citizens.

Funding for DuRide fills a gap in complete transportation services strategy that the City of Dubuque does not directly fulfill via Jule services, 24/7 door-to-door service for senior citizens.

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
Ryan Knuckey, Director of Transportation Services



TO: Michael C. Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services

SUBJECT: FY25 & FY26 Contracted Service Agreement: DuRide

DATE: May 12, 2025

Introduction

The purpose of this memorandum is to request City Council approval of a contracted services agreement for fiscal year 2025 and fiscal year 2026 with DuRide for \$30,000 each year during the one-year Term to provide transportation services for senior citizens.

Background & Discussion:

Fiscal Year 2025 and Fiscal Year 2026 budget provide \$30,000 each fiscal year in Transportation Services funding to DuRide, with the understanding DuRide will provide transportation for City of Dubuque area senior citizens. Funding for DuRide fills a gap in complete transportation services strategy that the City of Dubuque does not directly fulfill via Jule services, 24/7 door-to-door service for senior citizens.

Recommendation:

I respectfully recommend City Council approval of the attached contract and services agreement with DuRide for \$30,000 each fiscal year for Fiscal Year 2025 and Fiscal Year 2026 during the one-year Term of the Agreement.

Cc: Cory Burbach, Assistant City Manager
Adrienne Breitfelder, City Clerk
Jenny Larson, Director of Finance and Budget

**AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DURIDE**

THIS AGREEMENT (the “Agreement”), dated for reference purposes the 1st day of June 2025, is made and entered into by and between the City of Dubuque, Iowa (“City”) and DuRide, an Iowa non-profit corporation (“Organization”).

WHEREAS, City desires to engage the services of Organization to provide transportation for senior citizens; and

WHEREAS, Organization is willing to provide such services to City upon the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1. TERM. The term of this Agreement shall be from June 1, 2025, through June 30, 2026 (the “Term”).

SECTION 2. FUNDING. City's intent is to provide funding to Organization to assist in providing transportation for senior citizens within the City of Dubuque. The amount of funding City intends to commit to Organization during the Term for FY25 and FY26 is Thirty Thousand Dollars (\$30,000.00) for each such fiscal year, for a total of Sixty Thousand Dollars (\$60,000.00) during the Term consistent with the terms set forth herein. The compensation shall be paid after receipt by City of a requisition for such sum from Organization.

SECTION 3. AUDIT AND EVALUATION.

3.1 Because the funds provided to Organization by City are public funds, Organization will maintain books of account in accordance with generally accepted accounting standards, together with necessary documentation to support all expenditures subject to this Agreement.

3.2 Organization will retain all financial records, reporting documents, and all other records pertinent to the expenditures subject to this Agreement for a period of at least three (3) calendar years after the end of the Term. Organization must submit annual financial statements to City and quarterly reports as described herein.

3.3 Organization’s funding request application and applicant assurances, both of which are attached hereto, are incorporated into this Agreement by this reference.

SECTION 4. PLAN REPRESENTATIVE. Organization will designate a representative to participate in the City’s Transportation Services Master Plan implementation

activities. Upon execution of this Agreement, Organization will provide contact details for this representative.

Organization is an independent contractor and is not nor are any of its officers, employees, or agents employees or independent contractors of City while performing this Agreement.

SECTION 5. ANTI-DISCRIMINATION. City shall not discriminate, in any way, against any person on the basis of actual or perceived protected class status in connection with or related to the performance of this Agreement.

SECTION 6. CONFLICT OF INTEREST. No member, officer, or employee of City, its designees, or its agents, nor any member of the City Council, nor other public official of City who exercises any function or responsibility with respect to the program assisted under this Agreement during such person's tenure, may have any direct or indirect interest in this Agreement, the proceeds from this Agreement, or the work performed in connection with the program assisted under this Agreement.

SECTION 7. ASSIGNABILITY. Organization may not assign or transfer any interest in this Agreement without the prior written approval of City.

SECTION 8. ACKNOWLEDGEMENT. Organization will acknowledge City's financial support in appropriate signage, program materials, publicity, advertising activities, websites, and other online media pertaining to this Agreement and work performed with funds from this Agreement. Recognition guidelines are located at: <https://www.cityofdubuque.org/2805/Funding-Recognition>. Organization will provide evidence of such acknowledgement as an addendum to the Final Report.

SECTION 9. GOALS AND PRIORITIES. City Council Goals and Priorities are located at: <http://www.cityofdubuque.org/72/Goals-Priorities> and City of Dubuque Arts and Culture Master Plan priorities and strategies are located at: <https://www.cityofdubuque.org/DocumentCenter/View/36680/Master-Plan-Priorities-and-Strategies>.

SECTION 10. CITY RESPONSIBILITIES. City designates its Director of Transportation Services, to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define City's policies, and provide decisions in a timely manner pertinent to the work covered by this Agreement. The Director of Transportation Services shall serve in this role until City provides written notice to Organization that such authority has been revoked.

SECTION 11. REPORTING AND MONITORING.

11.1 Organization shall comply with City's reporting and monitoring requirements by using the following link to submit quarterly online reports detailing the Organization's

activities related to the use of City funds provided under this agreement: <https://www.cityofdubuque.org/FormCenter/Budget-15/Contracted-Services-Performance-Report-208>.

11.2 The online quarterly reports shall be due on October 15th, January 15th, April 15th, and July 15th for so long as this Agreement is in effect. Such reports shall include a performance report on the program(s) supported by City funds and a financial report on the use of such funds.

11.3 If Organization has an annual audit performed, Organization shall provide City a copy of the annual audit report within sixty (60) days of completion of the audit. The audit report shall be submitted as either an electronic or paper document to the Director of Transportation Services.

SECTION 12. TERMINATION OF AGREEMENT.

12.1 If, through any cause, Organization shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Organization shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice thereof to Organization and specifying the effective date of termination, which date shall not be less than thirty days from the effective date of City's written notice to Organization. If Organization shall fail to cure its default within such thirty-day period to the satisfaction of City, in City's sole and absolute discretion, this Agreement shall be deemed terminated at the end of such thirty-day period without further action of either party.

12.2 Upon termination of this Agreement, Organization shall return to City all unexpended funds and any funds utilized for purposes other than those provided for in this Agreement.

SECTION 13. INSURANCE. At the time of execution of this Agreement by Organization, Organization shall provide City with copies of the Organization's insurance certificates showing compliance with the insurance requirements of City's Insurance Schedule O, a copy of which is attached hereto.

SECTION 14. MISCELLANEOUS.

14.1 Forbearance Not a Waiver; Rights and Remedies Cumulative. No delay by City in exercising any right or remedy provided herein, or otherwise afforded by law or in equity, shall be deemed a waiver or otherwise preclude the exercise of such right or remedy, and no waiver by City of any particular provision of this Agreement shall be deemed effective unless in writing and signed by City. All rights and remedies provided for herein or which City may have otherwise, at law or in equity, shall be distinct, separate, and cumulative and may be exercised concurrently, independently, or successively in any order whatsoever, as often as the occasion therefore arises.

14.2 Severability. In the event any provision of this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions hereof shall not be affected thereby and shall continue to be valid and enforceable. If, for any reason, a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14.3 Successors and Assigns Bound; Number; Gender; Agents; Captions and Headings. The rights, covenants, and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors, and permitted assigns of the parties. Words and phrases contained herein, including the acknowledgements hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the contexts. The captions and headings of the section and paragraphs of this Agreement are for convenience only and are not intended to be used to interpret or enforce the provisions hereof.

14.4 Governing Law; Venue. This Agreement is entered into under and pursuant to and is to be construed and enforced in accordance with, the laws of the State of Iowa, without regard to its conflict of laws principles. Venue for any action arising out of this Agreement shall be in the Iowa District Court for Dubuque County, Iowa and the parties hereby irrevocable consent to the jurisdiction of such court.

14.5 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute on and the same document. This Agreement may be electronically executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

14.6 Signatory Authority. Each person signing this Agreement hereby represents and warrants that they have the full legal right, power, and authority to enter into this Agreement on behalf of the party for whom they are signing and to cause such party to grant the rights and perform the obligations contained herein, and that no third-party consent or approval is required to grant such rights or perform such obligations.

14.7 Amendments. This Agreement may only be amended by a written instrument, duly signed by the parties hereto.

14.8 Indemnification. Organization hereby releases City and its governing body members, officers, agents, employees, and volunteers from any liability associated with implementation of this Agreement and agrees to indemnify and hold harmless the City and its governing body members, officers, agents, employees, and volunteers against any loss, damage, or claim of any nature whatsoever arising from this Agreement.

14.9 Notices. Any notice required or permitted this Agreement shall be in writing and

sent to the following physical or email address:

City of Dubuque
Attn: Director of Transportation Services
950 Elm Street
Dubuque, IA 52001
rknuckey@cityofdubuque.org

CITY OF DUBUQUE, IOWA

DuRide
Attn: Executive Director
2728 Asbury Road, Suite 330
Dubuque, IA 52001
greg@duridedbq.com

DURIDE

Brad Cavanagh, Mayor



Executive Director

Witness:

Greg Opwoc
5/17/25

Adrienne Breitfelder, City Clerk

INSURANCE SCHEDULE O

1. DuRide shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior the effective date of the permit, and at the end of the permit if the term of work is longer than 60 days. 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 issued. 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 City Clerk of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. The certificate of insurance is a condition to granting and maintaining operator permits and the failure to obtain or maintain the required insurance shall be considered a material breach of this Agreement and shall be grounds for revocation by the City Manager and upon such revocation, DuRide shall cease business under the Agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget and subject to the permittee identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. DuRide shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If DuRide's limits of liability are higher than the required minimum limits then DuRide's limits shall be this Agreement's required limits.
8. DuRide 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.
9. All certificates of insurance must include agents name, phone number, and email address.
10. 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.
11. 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 permit, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE O (continued)

Exhibit I

MOTORIZED VEHICLES FOR HIRE

A) COMMERCIAL AUTOMOBILE LIABILITY

Limit of Liability	\$1,000,000
Uninsured and Underinsured Motorists	\$1,000,000

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.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.
- 2) Coverage must include all volunteers.

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 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.

NON-MOTORIZED VEHICLES FOR HIRE

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 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) 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.
- 3) Include Preservation of Governmental Immunities endorsement. (Sample attached.)
- 4) Policy shall include Waiver of Right to Recover from Other endorsement.
- 5) 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.

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 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

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	Dixon Engineering, Inc. for the Demolition Technical Specifications, Contract Documents, and Demolition Observation on the 500,000 Gallon Double Ellipse (Eagle Point) Project; Origin Design Co. for professional services for the Lead Service Line Replacement project.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Dubuque LSLR Phases 2 and 3 Agreement with Exhibits Executed 5.12.2025
2. Eagle Point Park Tower Demo Engineering PSA Signed

**AGREEMENT BETWEEN OWNER (CITY OF DUBUQUE, IOWA)
AND ENGINEER (ORIGIN DESIGN CO.)
FOR PROFESSIONAL SERVICES**



**AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
ORIGINAL DESIGN CO.
FOR PROFESSIONAL SERVICES
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Dubuque (Owner) and Origin Design Co. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Lead Service Line Replacement (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as Design, Bidding, and Construction Phase services related to the construction projects to replace private lead service lines within the Owner's water distribution system.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of

authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. None.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$190,000.00	Lump Sum
2.	Resident Project Representative Services	\$194,000.00	Hourly Rates
4.	Additional Services (Article 2 of Exhibit A)		Hourly Rates

Based on a 40-week construction period, with full-time RPR services during active construction.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain at Engineer's cost such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of City of Dubuque's Public Improvement Project - Contract Documents Manual, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and

Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 - 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 - 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or

modification of the Documents without written verification, completion, or adaptation by Engineer.

8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
 - C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
 - D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer

hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall maintain its membership in the Iowa Community Assurance Pool during the performance of this Agreement.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G or the Iowa Communities Assurance Pool. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, with or without cause, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating

contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state of Iowa.
- B. Venue for any exercise of rights at law will be exclusively in the Iowa District Court for Dubuque County, Iowa.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than

disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to unforeseeable special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to breach of this Agreement. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and regulatory fines.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

6.13 City of Dubuque Standard Terms and Conditions

- A. The City of Dubuque Standard Terms and Conditions are attached by Exhibit K to this Agreement. Exhibit K shall supplement this Agreement. In the event of conflicting clauses, Exhibit K will prevail, limited to the extent of the conflicting clause.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs,

allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form). “CURRENTLY NOT USED”
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form). “CURRENTLY NOT USED”
- F. Exhibit F, Electronic Documents Protocol (EDP). “NOT USED”
- G. Exhibit G, Insurance.

- H. Exhibit H, Dispute Resolution. "NOT USED"
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, City of Dubuque Standard Terms and Conditions.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is May 20, 2025.

Owner:

City of Dubuque

(name of organization)

By:

Michael Van Milligen
(individual's signature)

Date: 05/02/2025

(date signed)

Name: Michael C. Van Milligen

(typed or printed)

Title: City Manager

(typed or printed)

Attest: Adrienne N. Breitfelder

(individual's signature)

Title: City Clerk

(typed or printed)

Address for giving notices:

City Clerk

50 W. 13 St.

Dubuque, IA 52001

Designated Representative:

Name: Christopher Lester

(typed or printed)

Title: Water Department Director

(typed or printed)

Address:

City of Dubuque Water Department

1902 Hawthorne Street

Dubuque, IA 52001

Phone: 563-589-4290

Email: clester@cityofdubuque.org

Engineer:

Origin Design Co.

(name of organization)

By:

Lauren Ray
(individual's signature)

Date: 4/16/2025

(date signed)

Name: Lauren Ray, PE, SE

(typed or printed)

Title: Vice President, Secretary

(typed or printed)

Attest:

Marc Ruden
(individual's signature)

(individual's signature)

Title: Water Resources Team Leader

(typed or printed)

Address for giving notices:

137 Main Street, Suite 100

Dubuque, Iowa 52001

Designated Representative:

Name: Marc D. Ruden

(typed or printed)

Title: Water Resources Team Leader

(typed or printed)

Address:

Origin Design Co.

137 Main Street, Suite 100

Dubuque, Iowa 52001

Phone: 563-556-2464

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

- 1.01 Management of Engineering Services (Continuous for Phases 2 and 3)
- A. Coordinate services within Engineer’s internal team, and with Subconsultants and Engineer’s Subcontractors.
 - B. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer’s services or resulting construction.
 - C. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 - D. Special Invoicing: In addition to, or as a substitute for, Engineer’s standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable.
 - E. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer’s services;
 - b. With respect to Engineer’s services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.

- F. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
 - G. The source documents for the draft and final Specifications in all phases of Engineer's services will be Owner's standard specifications, unless otherwise mutually agreed upon by the parties.
 - H. GIS Coordination:
 - 1. Attend meetings during Preliminary Design and Final Design Phases to delineate limits of contracts within Project. Limits shall be defined and locations of work will be identified and marked electronically in coordination with Owner's GIS Department staff. All electronic data and direct manipulation shall be performed by or under direct guidance of Owner's GIS Department staff. Engineer shall coordinate to obtain 'snapshots' of data to be used by Engineer for exhibits and Drawings related to deliverables. Owner shall be responsible for maintenance and updating of non-Engineering services related functions in the GIS environment.
- 1.02 Study and Report Phase
- A. Not Used.
- 1.03 Preliminary Design Phase (Separate Scopes and Timelines for Phases 2 and 3)
- A. Upon written authorization from Owner, Engineer shall:
 - 1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - a. Owner shall provide for each phase, the list of addresses (approximately 200 for each phase) that will be included for each contract. Engineer shall rely upon this information as being accurate and acceptable for implementation into the project.
 - 2. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - b. Prepare preliminary bid schedules and bid item descriptions for the proposed improvements within the limits defined in the previously prepared Preliminary Engineering Report.
 - c. Prepare preliminary drawings showing proposed standard details.
 - d. Prepare preliminary drawings showing proposed work site locations. Engineer shall coordinate with Owner's GIS Department staff to have staff complete drawings and layout maps that will be included in deliverables package. Drawings shall be created

from Owner's GIS platform with data accessible from Owner's databases and software systems.

- e. Prepare an updated timeline associated with construction of the proposed improvements, if required, based on the preliminary design documents.
- f. Prepare a communications, permit, and agreement document that identifies documents and respective duties for the Owner, Contractor, and Engineer related to permits and agreements necessary to conduct construction.
- g. Conduct a Preliminary Design Phase deliverable review meeting with the Owner to obtain comments and recommended changes to deliverables to incorporate during Final Design Phase.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase deliverables.

1.04 Final Design Phase (Separate Scopes and Timelines for Phases 2 and 3)

- A. After acceptance by Owner of the Preliminary Design Phase deliverables the Final Design Phase for each contract shall be initiated by Owner notification to Engineer
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase deliverables.

1. Perform or provide the following other Final Design Phase activities or deliverables:

- a. Prepare final draft form of contract and bidding documents, bid bond form, agreement, performance and payment bonds, special contract provisions, and special instructions to the Contractors, using Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents. All construction contract documents should be reviewed by the Owner's legal counsel and by the funding agency or grant administration organization.
- b. Prepare final draft bid schedules and bid item descriptions for the proposed improvements within the limits defined in the previously prepared Preliminary Engineering Report Supplement.
- c. Prepare final draft technical specifications for proposed improvements.
- d. Prepare final draft drawings showing proposed standard details.
- e. Prepare final draft drawings showing proposed work site locations. Engineer shall coordinate with Owner's GIS Department staff to have staff complete drawings and layout maps that will be included in deliverables package. Drawings shall be created from Owner's GIS platform with data accessible from Owner's databases and software systems.
- f. Prepare an updated Opinion of Probable Construction Cost for the proposed improvements, if required, based on the final draft documents.
- g. Prepare an updated timeline associated with construction of the proposed improvements, if required, based on the final draft documents.

- h. Prepare an updated communications, permit, and agreement document that identifies documents and respective duties for the Owner, Contractor, and Engineer related to permits and agreements necessary to conduct construction.
 - i. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - j. Conduct a Final Design Phase final draft deliverable review meeting with the Owner to obtain comments and recommended changes to deliverables to incorporate into final deliverables.
 - k. Prepare the following permit applications for submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) Iowa DNR Water Engineering Construction Permit
 - 2) The applications shall be executed by Owner and delivered to the Engineer for submittal to the authorities having jurisdiction. The Owner shall be responsible for all application fees and costs.
 - l. Prepare and provide copies as needed of the final certified Drawings, certified Technical Specifications, Bidding Documents, Contract Documents, and Opinion of Probable Construction Cost for the Owner to initiating the public bidding process with the City Council.
- C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.
- 1.05 Bidding/Proposal Phase (Separate Scopes and Timelines for Phases 2 and 3)
- A. After acceptance by Owner of the Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - a. The Advertisement for Bids/Notice to Bidders will be posted on the Iowa League of Cities and Master Builders/Construction Update web sites. It will also be published in an acceptable local newspaper, as required by Iowa law.
 - b. Bidders proposals, plans, specifications and contract documents prepared by Origin Design (electronic copies or paper copies) may be obtained at no cost to interested parties from the Origin Design plan room through Tri-State Blueprint/Rapids Reproduction of Dubuque. Iowa law requires the Owner to pay for copies of

bidding-related Documents provided to interested parties. Rapids Reproduction will invoice the Owner for the costs associated with electronic download or printing, binding, packaging, and postage/shipping if mailed/shipped, of all plans and specifications

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. None.
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase (Separate Scopes and Timelines for Phases 2 and 3)

A. After completion of the Final Design Phase and the Bidding/Proposal Phase:

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or

professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

- B. Upon successful completion of the Bidding/Proposal Phase, and upon authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
8. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and

Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the

Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
17. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
18. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the

Exhibit A—Engineer's Services.

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Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

19. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
20. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the

Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.18. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. None.
25. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

- a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one (1) prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

Exhibit A—Engineer's Services.

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2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

Exhibit A—Engineer's Services.

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10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Exhibit A—Engineer's Services.

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8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

Exhibit A—Engineer's Services.

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16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or

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other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).

29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following engineering documents deliverable timeline. Engineer shall furnish Documents to Owner generally according to the schedule in order to allow for subsequent review, comment, or other identified actions with respect to the Documents to progress the project in a timely fashion. Dates are based upon receipt of notice to proceed from City by April 21, 2025 and are provided as a general guideline subject to change and adjustment based on needs developed and agreed upon during the course of services.

Phase 2:

2.1 Preliminary Design Phase

- A. Preliminary Design Phase Documents Package - by 06/30/2025

2.2 Final Design Phase

- A. 90% Final Design Documents Package - by 12/31/2025
- B. Final Contract Documents Package - by 01/31/2025

Phase 3:

3.1 Preliminary Design Phase

- A. Preliminary Design Phase Documents Package - by 10/31/2025

3.2 Final Design Phase

- B. 90% Final Design Documents Package - by 04/30/2026
- C. Final Contract Documents Package - by 05/31/2026

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT “CURRENTLY NOT USED”

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Project: **[Name of Project]**

Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation during active construction, which is anticipated for an equivalent duration of 40 working days during a 5-month construction period.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. GIS Data Gathering and Entry:

- a. Input photos and status information to Owner's GIS Application based on progress observed at sites. RPR will access the application via an internet capable device using credentials provided by the Owner. In general, the RPR will be responsible for inputting information that may include the following:
 - 1) Digital photos of pre-construction, construction progress, and post-construction events as defined necessary by Owner.
 - 2) Dated updates for progress activities such as notifications, excavation, tapping, abandonment, and flushing, and placing into service replacement service line.
 - 3) Signature obtained from Property Owner acknowledging completion of work and start-up of service line activities.

11. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

12. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's

clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

13. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

14. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

15. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the

Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

16. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT G—INSURANCE

INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Insurance Schedule J from City of Dubuque Insurance Requirements for Professional Services.

City of Dubuque Insurance Requirements for Professional Services

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 subsubconsultant 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 the certificate. The certificate is due before the contract/agreement can be approved.
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 written mutual agreement attached hereto.

INSURANCE SCHEDULE J (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 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.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

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

City of Dubuque Insurance Requirements for Professional Services

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.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability 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 Noncontributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claimsmade policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☒ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

City of Dubuque Insurance Requirements for Professional Services

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 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)

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) [specify 1.01, Mutual Indemnification; 1.02, Limitation of Engineer's Liability; or both]:

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- B. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
 - 1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
 - 2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed \$[Enter Amount].

Exhibit I—Limitation of Liability.

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1.02 Construction Contract Requirements

- A. The following Contractor Indemnification Requirements are included in the 2018 EJCDC C-700 General Conditions. The Owner shall incorporate these into the Construction Contract General Conditions in the event that standard form of Agreement is not used.

5.06 Hazardous Environmental Conditions at Site

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

7.08 Patent Fees and Royalties

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them,

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from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or

entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.03 Legal Relationships

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of \$95,000 based on the following estimated distribution of compensation for Phase 2:

a. Study and Report Phase	N/A
b. Preliminary Design Phase	27,500
c. Final Design Phase	31,000
d. Bidding and Negotiating Phase	6,500
e. Construction Phase	30,000

1. A Lump Sum amount of \$95,000 based on the following estimated distribution of compensation for Phase 3:

a. Study and Report Phase	N/A
b. Preliminary Design Phase	27,500
c. Final Design Phase	31,000
d. Bidding and Negotiating Phase	6,500
e. Construction Phase	30,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): anticipated Reimbursable Expenses are approximately \$2,000.00

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Compensation Packet BC-1: Basic Services—Lump Sum.

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- B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
2. The total compensation under this paragraph is estimated to be \$194,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 40-week construction schedule.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.10.

C. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.10.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
 - 1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 - 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.10.
- C. Other Provisions Concerning Payment for Additional Services
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.10.
 - 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Specs/Reports (up to 25 Pages)	\$5.00 each
Specs/Reports (Over 25 Pages)	\$10.00 each
Copies (Black/White)	\$0.05 per page
Copies (Color)	\$0.10 per page
Plots (Up to 15 sheets)	\$10.00 each
Plots (Over 15 sheets)	\$20.00 each
Flash Drive	\$10.00 each
Binder	\$5.00 each
Comb Binding	\$1.00 each
Cover Stock	\$0.20 per page
GPS Equipment	\$15.00 per hour
Robotic Survey Equipment	\$15.00 per hour
Air/Slump/Beams	\$100.00 each
Air/Slump/Cylinders	\$75.00 each
Air/Slump	\$50.00 each
Mailing/UPS	At Cost
Mileage - Reimbursement	IRS Rate (\$0.70 per mile)
Mileage - Survey Vehicle	\$0.73 per mile
Travel Expenses, Lodging & Meals	At Cost
Traffic Counting Equipment	At Cost
Trimble Scanner	\$30.00 per hour
Boat	\$125.00 per day
Gator	\$95.00 per day
Architectural Scanner	\$50.00 per hour

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1: Reimbursable Expenses Schedule.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule:

1. Hourly rates for services performed on or after the date of the Agreement are

FS Tech	\$94.00 - \$141.00 per hour
Construction Specialist	\$190.00 - \$213.00 per hour
Survey Tech	\$96.00 - \$137.00 per hour
Survey Specialist	\$169.00 - \$188.00 per hour
Professional Land Surveyor	\$182.00 - \$248.00 per hour
Design Tech	\$105.00 - \$158.00 per hour
Technical Specialist	\$153.00 - \$171.00 per hour
Engineering Designer	\$146.00 - \$241.00 per hour
Professional Engineer	\$195.00 - \$299.00 per hour
Designer	\$135.00 - \$154.00 per hour
Licensed Architect	\$173.00 - \$280.00 per hour
Administrative Assistant	\$91.00 - \$101.00 per hour
Project Support Specialist	\$109.00 - \$138.00 per hour
BIM Specialist	\$164.00 - \$182.00 per hour

EXHIBIT K—GENERAL TERMS AND CONDITIONS - CITY OF DUBUQUE/ORIGIN DESIGN

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's service.

The Client shall provide all criteria and full information with regard to Client's requirements for the Project, and shall designate a person to act with authority on Client's behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed in writing prior to the performance of any such services by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and maintain insurance as described in Insurance Schedule J (Exhibit G).

Neither the Client nor the Consultant shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use, loss of profit and loss of markets.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation. If the parties reach a mutually acceptable resolution, then they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution they shall proceed to mediation in accordance with this agreement.

The Client and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, any plans, specifications or studies prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all moneys due to the Consultant.

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

The delivery of electronic information to Contractors is for the benefit of the Client for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information.

The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

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

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each bind themselves, their partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may

be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant with or without cause for any reason or no reason. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and not a part of our agreement.



4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: 5/13/2025 ("Effective date") between **City of Dubuque, Iowa** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Demolition Technical Specifications, Contract Documents, and Demolition Observation on the 500,000 Gallon Double Ellipse (Eagle Point)** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Lump Sum Amount **\$12,465.**

Proposals / Agreement Signatures

Tim Wilson, MPA, Project Manager April 18, 2025

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

Michael Van Alstine City Manager May 7, 2025

CONTRACT APPROVED BY OWNER POSITION DATE

Co-SIGNATURE (if required) POSITION DATE

[Signature] Project Manager 5/13/2025

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Christopher J. Lester
Address for Owner's receipt of notices:
City of Dubuque
1902 Hawthorne St.
Dubuque, IA 52001
Email: Clester@cityofdubuque.org

Designated Person: Tim Wilson
Address for DIXON's receipt of notices:
Dixon Engineering, Inc.
4811 S. 76th St, Suite 109
Greenfield, WI 53220
Email: tim.wilson@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases; Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.02 Design Phase – Technical Specifications:

A. Basic Services

1. In preparing the Technical Specifications, use any specifically directed Project Strategy, Technology, and/or Techniques as designated by Engineer.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to demolition project.
 - b. Specifications and Drawings.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.03 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 30 Notice to Bidders.
 - b. Section 00 00 40 Project Summary.
 - c. Section 00 02 00 Instructions to Bidders.
 - d. Section 00 07 00 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 08 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 04 10 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 43 73 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
11. If Owner agrees, issue Notice of Award to recommended Bidder.
12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.04 RPR Services for Existing Structures:

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point Demolition - Observe, Record, Report, and:
 - a. Observe demolition for required methods and procedures as specified in the Contract Documents and specifications compliance.
 - b. Collect appropriate samples for pre-disposal laboratory testing.
 - c. Prepare daily observer reports detailing above-mentioned items and daily progress.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
 - 1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 - 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 - 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 - 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours.

Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Twelve Thousand, Five Hundred Dollars, \$12,500** and summarized as follows:

Schedule of Values				
Discription of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-Technical Specifications				
A1.03-Contract Documents			\$6,525	Lump Sum
A1.04-Tank Demolition Observation	4	\$1,485	\$5,940	Unit Price
Total			\$12,465	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$185.00 per diem	\$185.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations,

DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's

control, or as the result of the presence at the Site of undisclosed Constituents of Concern.

- b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).

- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - 3. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
 - 5. Automobile Liability
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.
- I. Definitions:
1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
 2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	Pirc-Tobin for the Heeb Street Reconstruction Project.
SUGGESTED DISPOSITION:	Receive and File; Approve

- ATTACHMENTS:**
- 1. Heeb Street Reconstruction Project - Signed Contract Bond

PUBLIC IMPROVEMENT CONTRACT**SECTION 00500****HEEB STREET RECONSTRUCTION PROJECT**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 23rd day of April, 2025 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Pirc-Tobin (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the **HEEB STREET RECONSTRUCTION PROJECT**
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages __ to __, inclusive).
 - b. ____ (Bond Name) ____ (pages __ to __, inclusive).
 - c. ____ (Bond Name) ____ (pages __ to __, inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No.A.01 through No.W.04 (00 pages) or drawings consisting of sheets bearing the following general title:
Heeb Street Reconstruction From Kaufmann Ave. to Southern Cul-De-Sac
 12. Addenda (numbers 1 to 2, inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).

SECTION 00500

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15. Site Condition Information (Section 00775).
16. Construction Schedule and Agreed Cost of Delay (Section 00800).
17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Davis-Bacon Wage Decision (Sections 01100).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5 inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00471)
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. 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

SECTION 00500

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afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

CONSENT DECREE RELATING TO THE PROJECT

14. ☒ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

☒ CITY ☐ CONTRACTOR

- ☐ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

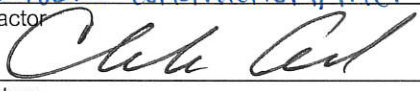
The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Pirc-Tabin Construction, Inc.
Contractor

By:


Signature

Charles Arnold
Printed Name

Corporate Secretary
Title

04/23/2025
Date

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THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 655,020.84

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: 
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
5/5/25
Date

CONTRACTOR:

Pirc-Tobin
Contractor
By: 
Signature
Charles Arnold
Printed Name
Corporate Secretary
Title
04/23/2025
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00600**

KNOW ALL BY THESE PRESENTS:

That we, Pirc-Tobin Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six hundred fifty-five thousand, twenty dollars and eighty-four cents dollars- (\$ 655,020.84), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 23rd day of April, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for Heeb Street Reconstruction Project detail the following described improvements:

This project involves the reconstruction of Heeb Street in the City of Dubuque, Iowa. The project includes removal and replacement of an existing street pavement and sidewalks and drive approaches, The roadway approximately 400 feet in length and 21 feet in width with a 4' sidewalk on the westerly side. The scope of work also includes the installation of new curbs and gutter, placement of a 7-inch asphalt pavement, replacement of 380 lineal feet of sanitary sewer, 320 lineal feet of water main, and portions of the private service connections to the following addresses 2151, 2141, 2131, 2121, 2109, and 2019 Heeb Street.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials

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for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

SECTION 00600

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When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 5521000015

Witness our hands, in triplicate, this 23rd day of April, 2025.**SURETY COUNTERSIGNED BY:**N/A
Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:Pirc-Tobin Construction, Inc.
ContractorBy: *Charles Arnold*
SignatureCharles Arnold
Printed NameCorporate Secretary**NOTE:**

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.

Title

FORM APPROVED BY:*[Signature]*
Representative for Owner**SURETY:**United Fire & Casualty Company
Surety CompanyBy: *Kurt Feller*
Signature Attorney-in-Fact OfficerKurt Feller
Printed Name of Attorney-in-Fact OfficerTrueNorth Companies
Company Name500 1st Street SE
Company AddressCedar Rapids, IA 52401
City, State, Zip Code(319) 364-5193
Company Telephone Number

SECTION 00600

Page 5 of 4

3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ROBERT L. KOLLSMITH, JASON D. SMITH, JAMES M. SMITH, TIMOTHY J. FOLEY, BRAD BENGTON, KURT FELLER, DORA B. STEVENS, ANN SAMUELSON, DEBORAH KLING, LUKAS SCHRODER, MASON STICKNEY, CHRISTY RITCHIE, JACK STRELLNER, LAURI MENEUGH, LINDSAY CARDENAS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of November, 2017

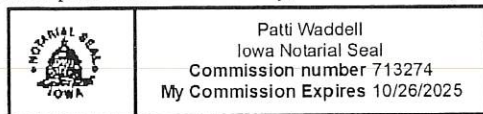


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of November, 2017, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 23rd day of April, 2025.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Hairball Pyrotechnics Permit
SUMMARY:	City Manager recommending City Council approval of a pyrotechnic permit for an upcoming show at the Q Casino at Backwaters Stage on Friday, June 27, 2025.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 2025 Hairball Productions LLC Pyrotechnics Permit Request Memo - Copy
3. 2025 Hairball Pyro Info
4. Dubuque Permit App
5. Hairball Certificate of Liability Insurance
6. Hairball Map

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

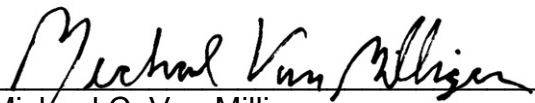
SUBJECT: Hairball Pyrotechnics Permit

DATE: May 15, 2025

Assistant Fire Marshal Derek Paulson is recommending City Council approval of a pyrotechnic permit for an upcoming show at the Q Casino at Backwaters Stage on Friday, June 27, 2025.

A permit application has been received from Hairball Productions LLC for pyrotechnics display at the Q Casino Backwaters Stage on June 27, 2025, at approximately 9:30 p.m. The applicant has submitted all required documentation including a certificate of liability insurance and the qualifications of the pyrotechnics operator.

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
Amy Scheller, Fire Chief
Derek Paulson, Assistant Fire Marshal

TO: Mike Van Milligen, City Manager

FROM: Derek Paulson, Assistant Fire Marshal

DATE: May 14, 2025

RE: Hairball Pyrotechnics Permit

INTRODUCTION

Hairball Productions LLC has applied for a pyrotechnic permit for an upcoming show at the Q Casino at Backwaters Stage on Friday, June 27, 2025. Pyrotechnics require the approval of the City Council prior to permit issuance.

BACKGROUND

A permit application has been received from Hairball Productions LLC for pyrotechnics display at the Q Casino Backwaters Stage on June 27, 2025, at approximately 9:30 p.m. The applicant has submitted all required documentation including a certificate of liability insurance and the qualifications of the pyrotechnics operator.

RECOMMENDATION

I recommend submittal to the City Council requesting approval to issue a permit to Hairball Productions LLC for pyrotechnics display on June 27, 2025.

cc: Amy Scheller, Fire Chief



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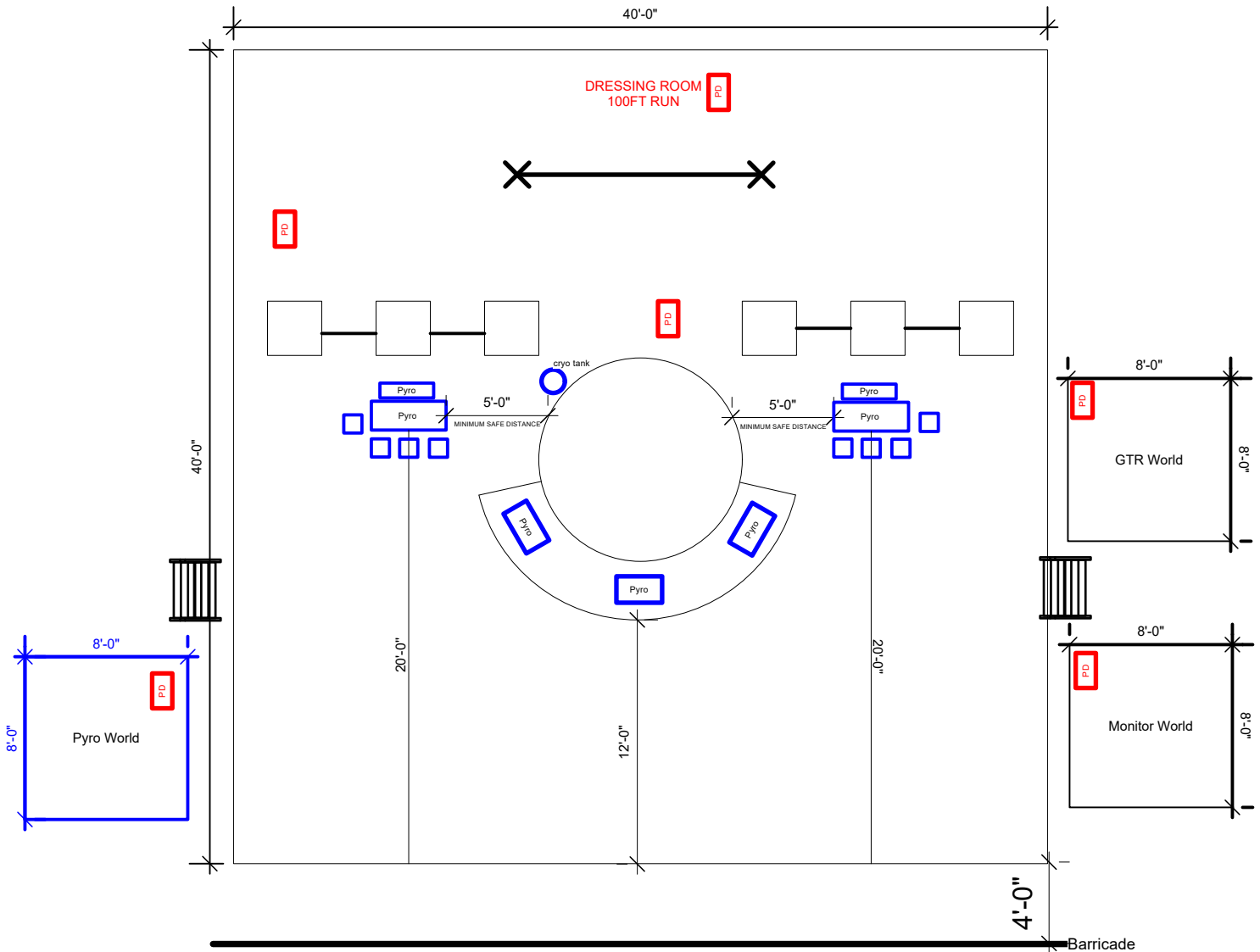
2: Stage Plot
3: Pyro by Position List
4: Licenses
5: Certificate of Flame Resistance
6-86: Manual for Flame Projector
87-98: Safety Data Sheets for Starting Fluid in Flame
Projectors
99-153: Safety Data Sheets for Product
159-167: NFPA 1126
168-186: NFPA 160

Contact Information

Danielle Findling
(952)484-4696
Danielle@hairballonline.com

HAIRBALL

Pyro & Power Plot



Key	Notes
— Pyro	- Any Pyro must have a minimum of 15 feet from the audience
 Power Drops	- There will be a third staircase placed upstage day of show

PYROTECHNICS DEVICE LIST

"A"(STAGE RIGHT)"/"C"(STAGE LEFT) OF THE DRUM RISER. EACH HAVE 2 BOXES OF PYROTECHNIC DEVICES AND ARE AS FOLLOWS:

30 20' RED COMETS

6 20' SILVER COMETS

2 RED FLAME PROJECTOR

4 GREEN FLAME PROJECTORS

6 20' SPLATTER CRACKLE MINES

12 20' VARIGRATED MINES

10 FIREBALLS REGULAR

8 1/4 X 20' QUICK SHOTS, SILVER

4 6 SECOND WHISTLES W/TAIL

4 30X20' RED/SILVER GERBS

4 15X20' GOLD GERBS

6 20X20' SILVER GERBS

2 20' RED MINE

2 20' PURPLE MINE

2 20' ORANGE MINE

2 20' YELLOW MINE

8 WHITE BANG SPARK FLASH TUBES

"B"/IN FRONT OF THE DRUM RISER DRUM STAIRS CONTAINING 2 BOARDS OF PYROTECHNIC DEVICES AND ARE AS FOLLOWS:

3 20' VARIGRATED MINES

2 20' SPLATTER CRACKLE MINES 4 1X20' BIG SHOTS SILVER

2 15X20' SILVER GERBS

2 15X20' GOLD GERBS

2 15X20' GOLD GERBS

"C"/ MOUNTED TO THE UNDERSIDE OF THE DRUM RISER, FACEING THE STAGE RIGHT, AND STAGE LEFT, ARE AS FOLLOWS:

20 20' WHITE BANG SPARKS

"D"/ PLACED AROUND PYRO POSITIONS LISTED IN SECTION "A" ARE AS FOLLOWS:

UP TO 4 DMX FLAME PROJECTORS (3METERS MAX HEIGHT) EACH UNIT CONTAINS 2 FLUID CANISTERS

UP TO 4 DMX FLAME PROJECTORS (6 METERS MAX HEIGHT) EACH UNIT CONTAINS 4 FLUID CANISTERS



FIREWORK OPERATOR CERTIFICATE

Certificate Type: **P**

NFPA 1126

Certificate No: **1035**

Bryant Beckermann

2621 Lyndale Ave S, #206

Minneapolis, MN 55408

Effective Date

12/20/2021

Expiration Date

12/31/2025



3765 Peachtree Crest Drive, Duluth, GA 30097 | 800-211-8217 | georgiastage.com

CERTIFICATE OF FLAME RESISTANCE

SUBMITTED TO: QUIK STAGE

PROJECT LOCATION: BLAINE, MN

This is to certify that the materials described herein have been flame retardant treated (or are inherently flame resistant). Certification is hereby made that:

- ☐ (a) The article described on this certificate has been treated with a flame retardant chemical such that the fabric meets the minimum requirements of flame resistance established by the NFPA 701 Test. The flame retardancy has a life expectancy of one (1) year, but is likely to be effective for much longer. The flame retardance WILL be removed by water washing. Georgia Stage, LLC, recommends annual testing of the fabric using NFPA 705 Field Test Method for Textiles, as accumulations of airborne dust and oils may diminish the flame resistance of the fabric.
- ☒ (b) The article described on this certificate meets the minimum requirements of flame resistance established by the NFPA 701 Test. Made with non-combustible elements, this fabric is inherently and permanently flame resistant for the life of the fabric, without the addition of flame retardant chemicals. This flame resistance will NOT wash out. Georgia Stage, LLC, however recommends annual testing of the fabric using the NFPA 705 Field Test Method for Textiles, as accumulations of airborne dust and oils may diminish the flame resistance of the fabric.

STYLE: PREMIER IFR

JOB#: 1900662

COLOR: BLACK

DATE: 4.19.19

YARDS: 49.48

CUSTOMER PO: 10825

User Manual

Galaxis Showtechnik

PYROTEC

G-Flame



Firmware V2.43
Revision date: April 12th 2021

Batch No.: EUF100101, USF100101

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1 Introduction

1.1 Safety instructions

Observe all safety instructions in this documentation! Safety instructions warn of dangers when handling devices and provide information on how to avoid them. They are classified according to the severity of the danger and divided into the following groups:

DANGER 	Danger signals dangers for persons. If you do not follow the instructions for avoiding the hazard, the hazard will certainly result in death or serious physical injury.
WARNING 	Warning indicates dangers for persons. If you do not follow the instructions for avoiding the hazard, the hazard is likely to result in death or serious injury.
CAUTION 	Caution indicates danger to persons. If you do not follow the instructions for avoiding the hazard, the hazard is likely to result in minor physical injury.
NOTICE	Note signals dangers for objects or data. If you do not follow the instructions for avoiding the hazard, the hazard will probably result in damage to property.
TIP	A tip provides additional or supplementary information.

1.2 Requirements the operator has to fulfill and necessary qualification

This product may only be operated by persons of legal age. In Germany the user must be at least 18 years of age.

This product may only be used within the scope of a professional and occupational activity.

The user must be a qualified person. A qualified person is a trained person who has experience with the technology of the device and is particularly informed about the types of energy used by the device and its size. Electrical and thermal types of energy (fuels) occur in this device.

The specialist is expected to use his training and experience to identify energy sources that can cause pain or injury and to take appropriate measures to protect against pain and injury from these energy sources. In addition, the practitioner must take appropriate measures to ensure that less trained persons cannot be injured. A qualified person can be trained either by the manufacturer of the device or by the customer who purchases the device.

Further qualifications such as stage pyrotechnician, SFX technician or professional fire worker is not required

Ensure that all legal requirements for the operation of flame projectors in the country of destination are met.

TIP	In Germany, these include the regulations of the employers' liability insurance association, e.g.: • DGUV regulation 215-312: Safety at events and productions • DGUV regulation 80: Use of liquid gas
------------	--

1.3 General safety instructions when using the G-Flame

This section is about general safety instructions. You need to mind other safety instructions given in this manual as well. Furthermore, you need to observe the safety distances mentioned in the relevant chapters.

The safety rules enlisted in this manual are referring to the G-Flame only. For the other devices in our product range there is another version of safety instruction which can be found in the user manual of the particular devices.

The following instructions are for your understanding about important and basic safety principles.

Our general safety requirements are based on our own experience plus the contact and feedback from our customers. These rules allow the safe and successful usage of all components of our wireless firing systems. With proceeding development of our products, we will continuously revise and adapt the safety standards in conclusion with your notifications and support.

The following safety instructions are part of all our operation manuals within our product range. These instructions are also available in printed form and can be downloaded via our internet homepage at any time. Please forward these instructions to any relevant persons in your company dealing with this topic.

Any technical device can potentially cause a fault. This could be encouraged through: wrong usage, unit damage, unit aging as well as the wear and tear of the unit. This fundamental thesis was the basic principle when writing these instructions.

The usage of effect devices to generate flame balls and flame columns, especially in indoor and outdoor venues or places of public assembly, can be hazardous and bears many potential risks, such as severe damage to property or personal injury and due to that is of utmost importance to follow all safety instructions whenever the product is being used.

1. Never use the devices if you have not completely read and understood the user manual.
2. Never order somebody to use devices in a potentially risky application if this person is not absolutely reliable or does not have sufficient technical knowledge.
3. The operator who is in charge for the safety has to have complete overview over all devices during the whole application. In addition, he has to be able to take action in the technical control of the system at any time if a potentially dangerous situation is arising. Please refer to the sections in this manual where the 'emergency off' functions are being explained.
4. For the usage of the device in places of public assembly an approval by the authorities that are responsible for the fire prevention is necessary.

5. If flame effects are being used no easily inflammable materials should be present in general. In places of public assembly this kind of material is normally forbidden by the legislator. By the usage of flame retardant spray these materials can be rendered hardly inflammable.

6. Smoking or open fire is strictly prohibited within the safety zone! Keep off any other sources of ignition.

7. Depending on the type, size and quantity of the effects that are being used and depending on the local conditions, allocate the necessary fire prevention and first aid measurements.

8. In all cases respect and follow any national and technical regulations as well as the operation manuals respective to the devices in use.

9. Ensure that the devices are standing securely and that the position or tilt cannot vary during the application. Depending on the circumstances it can be necessary to mount the devices e.g. by using screws. Please mind the chapter in this user manual which is dealing with the mounting of the devices on truss elements.

10. Ensure that the device is not covered by anything and that the fuel can be easily exhausted through the nozzle. Furthermore, ensure that no foreign objects like e.g. confetti or streamers enter the burning chamber.

11. Arm (switch on) the devices as shortly as possible before the effect and disarm (switch off) them immediately after the effect. Optionally this can be achieved either by using the emergency off input or the main switch or the hazard zones or the DMX safety channel. The hazard zones can be turned off and on either by a wireless command or by using serial data cables. As soon as the devices are armed or respectively ready to fire, they must be constantly supervised by the responsible operator.

12. Ensure that no heat sources like strong spotlights are pointed towards the devices or the gas cartridges or the gas bottles.

13. Make sure that non authorized persons cannot gain access to the effect and control devices.

14. The safety boundary distances required by the manufacturer and authorities are to be respected. Secure the area so that non authorized persons cannot gain access to the same.

15. The operation manuals and safety instructions of the manufacturer of the effect and control devices must be observed at all times. If in doubt these must be discussed with the relevant safety organisations.

16. The effect and control devices are only allowed to be used according to the defined applications. Only use fuels that have been approved by the manufacturer.

17. The components of our firing system are to be covered or encased against burn-off cinders or weather conditions where necessary. Electrical contacts should be protected against corrosion, soiling and damage plus they should be cleaned regularly.

18. We recommend to have our products inspected every one to two years. Along with the testing of the rechargeable battery, a visual test as well as a functional test will prove that the operational safety standards are still met.

19. Do not use damaged equipment. If a damage is found, immediately send the device back to the manufacturer for professional repair. Our warranty for the proper function for our equipment is only for components of our system, which have no damage.

20. Any changes in or to the devices as well as repair work on the units other than that through the manufacturer will invalidate any warranty claims and our product liability will be void. Should repair of the units be necessary, then we do require a detailed report of the problem.

21. Please make sure when lending or renting out the equipment, that no damage has occurred during the rental period of the units. Advise your staff, that it is very important to report any possible damage of the units immediately. Customers, which have borrowed or rented the equipment are hereby informed, that it is their duty to report any damage found or suspected on the unit when returning such.

22. When transporting the devices make sure that the packing is sufficient and check the devices after each transport if they have been possibly damaged.

23. Wire connections from the control units to the G-Flame are always to be insulated and must comply with the technical standards. At the same time avoid wire damage, for example through heat, cable twisting, cable pinching and burn-off cinders or through forced piercing. All cables must be checked before each use on its faultless construction. When using used wires, we do recommend a continuity and short circuit test between each insulated connection before using it again.

24. Avoid potential equalizing currents. Please note that these currents can occur between conductive parts of a building or between conductive parts of a building and earth potential. Due to that control lines should not have electrical contact to conductive structures or parts of a building. Potential equalizing currents on the shielding of cables or on control lines can cause malfunction.

25. Please be aware of the fact that through the gas flames ionized gases are created. The thereby produced ions increase the conductivity within the air. This ionization process can cause an electrical arcing especially within the vicinity of high voltage overland cables. This may lead to lethal consequences for the user and other persons. Please note that wind conditions can be totally different a few meters above the ground.

26. Please assure that the effect can only be initiated through the operator. Keep the control unit under lock and key! Within our safety concept, all firing systems are set with individual codes, which inhibit unintended and accidental firing through third parties. If requested we can also supply systems with the same coding. This may be necessary if in a company more than one transmitter is used or when companies exchange the units between each other. It is possible to teach in the G-Flame to any PFC Advanced to enable customers to easily exchange devices.

27. With our using the key code numbers 901 and 311, we are using a standard key code, which can also be found in other products. On a customer's request we can also supply other key codes.

28. Ensure that the safety distance is maintained by all persons. The safety distance is to be enforced from the beginning of the work and maintained until the release by the responsible operator at the end of the show until the closure of the fuel supply, the burning of the fuel in the system and the shutdown of the devices.

29. In the interest of your own safety always use a sufficient length of control cable.

30. During testing and firing of the devices no persons or animals are allowed in the hazard area. Furthermore, no materials that are heat-sensitive or that can catch fire are allowed in the same.

31. When the fuel is burning carbon dioxide is generated which is a suffocative gas if the concentration in the air is sufficiently high. Due to that ensure proper ventilation. If in doubt use CO2 warning devices.

32. To burn the fuel oxygen from the air is necessary. Do not use the device if the oxygen of the air is no longer present, e.g. if carbon dioxide or nitrogen is being used to generate low fog on stages. At least from the lowest part of the burning chamber upwards a sufficient amount of oxygen must be present because otherwise the fuel cannot be ignited.

33. In applications that are critical in terms of safety you should consider safety measurements already during the setup how to safely dismantle the installation.

34. For any safety relevant questions please either contact the manufacturer or closely discuss these with the authorities in charge.

35. Use and transport the device only if the lid is closed.

36. Rehearse the planned effect and the whole course of action several times together with all people that are involved, like artists, actors, participants, technicians and staff members of the security agency etc. and ensure that all possible hazards are ruled out. If this is not possible the effect must be cancelled. Inform all participants about the function of the warning LED 'Attention, device armed' on the device.

37. Utmost care must be taken if material that can easily catch fire are present such as costumes, decoration material, fabrics or props etc.

38. If the smell of gas, leakages, flow noise or leaked fuel (gasiform or liquid) is noticed it is not allowed to put the device into operation and the hazard area has to be cleared, left and barricaded immediately. The fuel supply has to be shut off immediately in these cases.

39. Never bow over the device or put parts of your body above or respectively before the burning chamber if the device is switched on and always keep at least the safety distance that is required so that no dangerous situation can arise.

40. Avoid forces to the quick coupler in the device such as: drag forces, pushing and pulling forces and sidewise forces in all directions. If a gas hose is connected do not pull at the hose, no matter in which direction.

41. If a device did not function properly in an application it is not allowed to use it again until it has been repaired and checked by the manufacturer.

42. The system of the device must be depressurized before the cartridge holder or the hose is being removed. This is achieved by opening the magnetic valves while the fuel supply is shut off. Close the blue valves of the cartridge holder or respectively the shut-off valve of the gas bottle and fire the G-Flame again and again until no more gas is set free by the nozzle.

43. In case that the G-Flame is used to generate a continuous flame (several minutes burning time) the burning chamber and the top side of the G-Flame should be covered with suitable heat protection plates in order to prevent damages due to excessive heat. This applies to various kinds of flame bars and for the standard nozzles as well. If you have any questions regarding this topic, please contact the manufacturer.

44. This only applies to devices with a screw able micro filter: Before each use of the G-Flame, check that the O-ring of the fine filter is functional and check that the fine filter is firmly tightened so that there can be no leakage at this point. Tighten the filter housing by hand.

45. Only use original accessories. Otherwise, the safety of the equipment cannot be guaranteed. Further information can be found in the chapter 'Accessories' in the respective user manuals.

1.4 Application fields and intended use

The G-Flame is a versatile flame projector that can be used - depending on the fuel supply - outdoors, on stages, in buildings or tents.

Typical applications are:

- Flame shows outdoors, solely or combined with aerial fireworks displays or ground fireworks
- Generation of flame effects in bars, clubs or discos
- Applications on stages in buildings e.g. for TV productions or on open-air stages e.g. during a live-concerts
- Generation of flame effects in the area of special effects for TV and movie productions
- Hazard training for fire fighters, policemen, special and military forces

All other applications are considered as unintended and must be approved by the manufacturer.

The device has not been designed to produce a continuous flame. The maximum burning duration the user must mind is 25 seconds. After that the user has to pause the flame effect for at least two minutes so that the unit can cool off sufficiently. Besides long-lasting continuous flame columns are much less dramatic compared to short flame balls and flame columns.

1.5 Required approvals

Before the device can be used, a permit by the owner and if applicable of the tenant of the property or building is required.

For the usage outdoors - if it is not a stage or a place of public assembly - no permit of any authority is required to the best of the manufacturer's knowledge. Usually no charges can be imposed for this kind of usage.

In places of public assembly and on stages the relevant local laws must be followed. The necessary fire precautions must be negotiated with the competent authority for fire prevention depending on the individual case.

2 Illustration and description of indicators and control elements

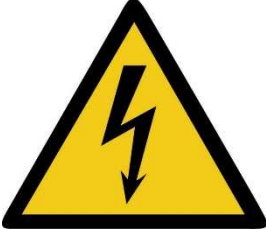
2.1 Main unit



1	Antenna	This standard antenna is included in the delivery of the Advanced wireless communication module.
2	Socket 'Antenna'	This feed-through is included in the delivery of the Advanced wireless communication module.
3	Burning chamber	The nozzle is integrated in the bottom of the burning chamber, beneath the ignition electrodes. Furthermore, a drain for the rain water is installed in there.
4	Ionization electrode	This electrode is used for the flame monitoring.
5	Electrode cage	This cage encloses the ignition electrodes. It is open on the bottom so that the electrodes are accessible for cleaning.
6	Main switch	Switch the device on and off here.
7	Charging input (recessed)	Connect the charging unit here.
8	Voltage control input (recessed)	Control input for control voltages ranging from 12 to 24V DC.
9	Firing key input (recessed)	Control input for a potential-free electrical contact.
10	Output for DMX512 and RS485 (recessed)	Either used to daisy-chain the signal to the next device or to insert a connector with a network termination resistor.
11	Input for DMX512 and RS 485 (recessed)	Used to feed in the signal of the DMX console or the PFC Advanced or the device preceding in the network.
12	Emergency Off Input (recessed)	Input for the emergency switch.
13	LC Display	Displays the current information.
14	LED 'Operation'	This blue LED is continuously on if the device is in the menu and it is flashing if the device is in receiving mode or ready to fire.
15	LED 'Flame'	This yellow LED is continuously on if a flame is being generated and it is flashing if a step delay is being processed.
16	LED 'Charging'	This green LED is lit if the device is being charged.
17	LED 'Low Battery'	If the battery is discharged below 30% this red LED is flashing in receiving mode or if the device is ready to fire.
18	Magnetic sensitive area 'Up'	By pointing to this area with the magnetic pen the parameter of the current menu item will be increased or changed. If you point on this field for a longer time the parameter will increase automatically.
19	Magnetic sensitive area 'Down'	By pointing to this area with the magnetic pen the parameter of the current menu item will be decreased or changed. If you point on this field for a longer time the parameter will decrease automatically.

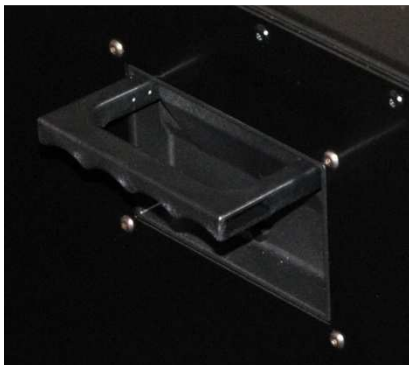
20	Magnetic sensitive area 'Mode'	By pointing to this area for some time, you will enter the menu. If you point to this field for a longer time, you will step through the different menu items automatically. At the end you will return to the receiving or stand-by (ready to fire) mode again.
21	Warning LED	Flashes in red color if the device is armed or while the safety timer is counting down. Can be disabled in the menu.

CAUTION  2.4.4 2.5.1	Strong heating of the device during operation During operation, the following parts of the device can heat up considerably: • the casing, in particular the parts forming the combustion chamber • the electrode cage • the ignition electrodes • the electrode for ionization measurement Do not touch these parts until they have cooled down sufficiently and the unit is switched off.
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WARNING  2.3.3	High ignition voltage For the operation of the ionization measurement and the electrical ignition of the fuel, very high voltages are generated in the device, which can be life-threatening. Therefore, always operate the unit with the cover panel closed and never reach into the interior of the unit or into the ignition electrodes or electrode cage during operation. The electrode for ionization measurement is live while the fuel valves are open. However, a current limiter in the unit prevents any danger from arising.
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2.2 Carrying handle

This carrying handle is located on the side of the housing opposite the inputs.



To carry the unit, unfold this handle and grasp the handle with one hand and with the other hand under the edge of the housing at the inputs on the opposite side of the unit.

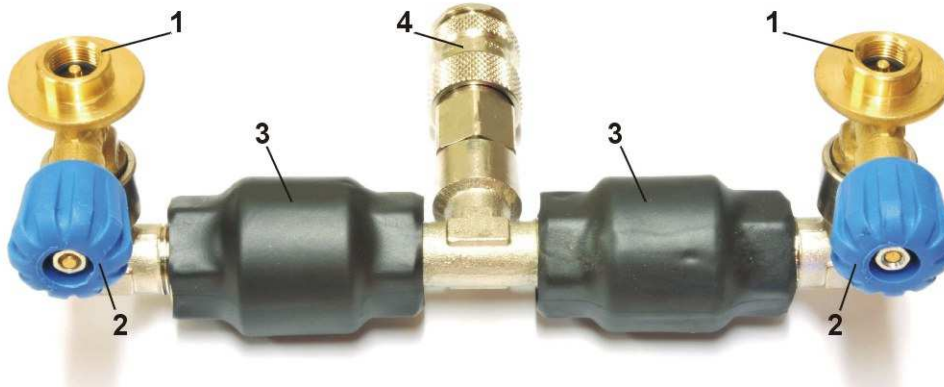
Fold the handle back in when you no longer need it.

2.3 Cover panel

The cover plate is located on one side of the housing. By pressing the release-button, the connection for the gas hose or the cartridge holder and the four nozzle holders become accessible. To close it, insert the cover plate into the guides on the bottom and press it until the release button engages.

2.4 Cartridge holder

This T-shaped cartridge holder is included in the delivery of the gas cartridge option:



1	Reception for gas cartridges	Screw in the cartridges here. The thread is right-handed.
2	Shut-off valve	Opens or closes the fuel supply between cartridge and device. Can also be used to throttle the fuel flow to some extent to reduce the flame height.
3	Non-return valve	Ensures that no fuel will be able to escape if the shut-off valve on the other side is not closed.
4	Quick-coupler	To be connected with the opposing quick-coupler of the device. Can be released by pulling back the knurled ring.

DANGER  2.3.7	Use of non-original accessories or operation without specified components The safe operation of the device cannot be guaranteed, if non-original accessories and components are used. All specified parts must be used to operate the device (e.g. pressure reducer). • Use only components and accessories approved by the manufacturer. • Use all components specified by the manufacturer.
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3 Nozzles for different types of fuel

Different nozzles have been developed for the various types of fuels. The nozzles have been optimized for:

- perfect ignition behavior
- aesthetic flame shape
- rapid extinguishing of the flame to enable fast step sequences
- best performance of the flame monitoring system

Make sure that you use the correct nozzle for your application every time you operate the device. The usage of other nozzles than the original ones is prohibited.

The following nozzles are available:



This nozzle is intended to be used with gas cartridges.

To gain different flame heights this nozzle is available in these different sizes: S / M / L / XL / XXL

The size XXL is included in the delivery of the gas cartridge option.



This type of nozzle is must be used together with gas bottles if the gasiform phase is being used. It is included in the delivery of the gas bottle option.

Different sizes are not being offered because the flame height can be changed by adjusting the pressure setting at the pressure regulator.



This nozzle has been designed for the usage in conjunction with gas bottles if the liquid phase is being used. It is not included in the delivery of the gas bottle option and must be ordered separately if required. This kind of usage is at one's own risk.

Different sizes are not offered because for this kind of application normally a very high flame is desired and the flame height can be adjusted at the regulator. Please note that special regulators are necessary for the liquefied phase and please read the instructions given in the section 'Approved fuels and instructions if the gas bottle option is being used'.

CAUTION  2.3.5	Operation without a nozzle Operation without a nozzle can cause an unexpected flame column. • Only use the nozzles specified by the manufacturer.
DANGER  2.3.7	Use of non-original accessories or operation without specified components The safe operation of the device cannot be guaranteed, if non-original accessories and components are used. All specified parts must be used to operate the device (e.g. pressure reducer). • Use only components and accessories approved by the manufacturer. • Use all components specified by the manufacturer.

3.1 Changing the nozzles and nozzle holder

The nozzles have always to be screwed in with the supplied Teflon seal.

When changing the nozzles, be sure to tighten them hand-tight (0.7 Nm torque)

NOTICE	Do not use more than 1.0 Nm torque as this will destroy the seal.
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Holder for up to four nozzles can be found in the housing of the G-Flame.

3.2 Sealing of the nozzles or respectively of the nozzle thread

The nozzles for gas can operation have a central drilling. After use, you should cover this nozzle opening with insulating tape, preventing objects from entering the device. This is particularly the case if the device is stored or transported unpacked.

If you unscrew the nozzle and do not install another nozzle, you should also cover the opening so that no objects can enter. In such a case, we recommend that you screw in a dummy plug instead.

4 The various inputs and their compatibility and usage, pin assignments of connectors

4.1 The emergency off input

A shielded cable with two stranded wires that are wired to an electrical switch can be connected here. The emergency off switch should be installed in an enclosure. Industrial grade emergency off switches, suitable housings, cables and accessories are available on the market for do-it-yourself constructions. Upon request we can also supply this material or offer a ready-for-use solution.

Several G-Flames should always be controlled by separated emergency off switches to avoid potential equalizing currents. If you want to control several G-Flames with a single emergency off switch we can offer you a customized solution with an optical isolator between the individual signals.

The pin assignment of the emergency off input is as follows:

Pin1 = Shielding for the control signal, to be connected with the shielding of the cable
 Pin2 = to be connected with the contact of the electrical switch (output at the G-Flame)
 Pin3 = to be connected with the contact of the electrical switch (input at the G-Flame)

A connection diagram is printed on the housing of the G-Flame.

4.2 Firing key input

The firing key input requires a potential-free electrical contact. Contact debouncing has been implemented in hardware and software. The contact must be able to withstand a switching current of at least 100 mA at a voltage of 5V DC.

This input should always be used together with a shielded cable, especially with longer cable lengths.

The firing key input of several devices must not be connected among themselves to avoid equalizing currents caused by different potentials. Instead either galvanically isolated keys must be used or, if several devices should be controlled by a single key a customized solution with a galvanic isolator must be used.

A 3pin XLR socket is installed in the G-Flame for this input. The pin assignment is as follows:

Pin1 = Ground/Shield, to be connected with the shielding of the cable
 Pin2 = Output with a voltage of 5V DC with internal current limiter; this pin needs to be connected with the electrical contact of the firing key
 Pin3 = Input, 0 or 5V DC, this pin needs to be connected with the electrical contact of the firing key

A connection diagram is printed on the housing of the G-Flame.

You may also use the firing keys which are offered by us as an accessory part for the PFC Advanced. The pin assignment is identical.

If desired we will manufacture firing key according to your requirements, e.g. firing keys with long cables or foot switches.

4.3 Voltage input 12-24V

This input is intended to be used in conjunction with a Galaxis receiver or other firing modules.

The following Galaxis receivers can be used:

- PFE Profi 3 Outputs and PFE Profi 10 Outputs
- PFE Advanced 10 Outputs

Connect the positive output of the receiver with the red female input connector and the negative output (ground) with the black female input connector.

The voltage input of several devices must not be connected among themselves to avoid equalizing currents caused by different potentials. Instead either galvanically isolated outputs must be used or, if several devices should be controlled by a single voltage signal a customized solution with a galvanically isolated outputs must be used.

If using receivers of the Profi series you can select two different control durations (0.5 and 2.6 seconds). It is possible to initiate a firing cue several times one after another to generate several consecutive flame effects. In addition, you can re-fire the firing cue while the output of the receiver is active to prolong the flame effect. With receivers of the Profi series it is not possible to program more than one firing cue to one specific output.

If using receivers of the Advanced series with 10 outputs and Terminal function you may program as many firing cues as required to each output and furthermore you can individually program the duration how long the outputs should be active. This requires that the receiver is operated in 10 output mode. Further explanation regarding the usage of the Terminal function can be found in the operation manual of the PFE Advanced 10 Outputs.

If connecting other firing systems, you have to pay attention that these devices have a DC output voltage ranging between 12 and 24 Volts. Higher voltages can probably damage the input of the G-Flame. In addition, the equipment to be connected should not use capacitor buffered outputs and be able to deliver a constant voltage. If you will be able to influence the duration of the flame effects depends on the scope of operation of the control devices to be connected.

If necessary, we are able to deliver accessory parts like banana plugs and control cables if you inform us about your requirements. You can consult us regarding the technical suitability of other control components.

4.4 Charging

To charge the device connect it to the supplied charging unit and establish mains supply. The charging unit comes with a universal voltage input and can therefore be operated worldwide. All you might need are adapters for the different national standards of wall outlets.

If the accumulator needs a full charge 30h are required. The intelligent charging circuit switches to trickle charge afterwards. The device should be charged continuously while being stored. This way it is 100% at your disposal all the time. Damages from overcharging cannot occur.

The LED 'Charging' is active in green color while the battery is being charged.

NOTICE 2.6.1	Charging the device The device may only be charged in certain positions. • Only charge the device in a horizontal position or • Only charge the device lying on its side
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TIP

Continuous operation is possible by constantly charging the device.

TIP

After incomplete charging, a slightly higher battery capacity is displayed because the battery voltage has not yet normalized. Wait for an operating time of approx. 10 minutes to measure realistic values

4.5 Operation with DMX512

4.5.1 The DMX512 input

The DMX512 input complies with the DMX standard from 1990 respectively the standard which is defined in DIN56930-2.

The device is equipped with a 5pin female XLR jack as an input and a 5pin male XLR jack as an output to connect a DMX cable and to feed the signal to the next DMX device.

A connector with a termination resistor of 110 Ohm must be installed at the last device in the DMX line.

Up to 32 DMX devices can be operated in a single DMX line. If this is not sufficient you need to use a DMX splitter.

Please note that for DMX signals only shielded twisted-pair cables with lowest possible capacitance and an impedance of 110 Ohm are allowed to be used. Only used cables that are specified according to the DMX standard. E.g. normal microphone cables are in no case suitable for this purpose.

The pin assignment is as follows:

Pin1 = Shield, to be connected with the shielding of the cable, also ground for wireless DMX pens

Pin2 = Signal -

Pin3 = Signal +

Pin4 = unassigned but connected with the same pin on the other jack (to enable the feedthrough of return signals) or +5VDC power supply for wireless DMX pens

Pin5 = unassigned but connected with the same pin on the other jack (to enable the feedthrough of return signals)

A connection diagram is printed on the housing of the G-Flame.

If DMX has been selected as an input in the menu of the device you may optionally activate the power supply for wireless DMX pens. This enables the autarkic operation also in the DMX mode which means that the device is independent from any cables, power supplies and fuel pipes or hoses.

Please refer to the section 'The menu' which describes the operation in DMX mode in detail.

Attention: The DMX protocol is considered to be unsafe because no checksum is being transmitted. Usually it is not allowed to control pyrotechnic effects or similar with DMX. The user solely bears the risk of any potential damages caused by a malfunction. To improve safety, we have implemented the arming of the device by using a safety channel in the G-Flame.

TIP

For the reason of safety, the G-Flames should always be operated in an exclusive DMX universe, that is only used for the flame effects and no other devices. On all unused DMX channels, the dimming value 0% (decimal 0) should be transmitted.

4.5.2 Control via DMX512

In order for a flame to be generated, the safety channel must be transmitted with a dimmer value that is within the previously configured range. See entries in the table under 'The 'Safety channel' menu item'.

First the safety condition must be met before the flame channel can initiate the generation of a flame!

The safety condition is only correctly fulfilled if the dimmer value of the flame channel is below 6% (below decimal 15) during the rising edge of the dimmer value of the safety channel.

A flame will be generated if the safety condition is met and the flame channel is being received with a dimmer value of at least 90% (at least decimal 229).

Another flame effect can only be triggered if the dimmer value of the flame channel dropped below 6% (below decimal 16) in the meantime.

If a flame is being generated currently and the safety channel is being received with a dimmer value outside the previously configured value range, the electromagnetic fuel valves are closed to stop the flame effect.

It can be meaningful to program the G-Flames with different flame channels and a common safety channel. If you move the fader of the safety channel beyond the valid range all G-Flames will be deactivated together. It is still possible to program groups of safety channels if necessary.

Examples of the display content while receiving DMX signals:

Input: DMX512
F:003_, S:012x

The G-Flame has been programmed to flame channel 3 and safety channel 12 ('F' = Flame channel, 'S' = Safety channel). In addition, you see the status of the safety channels and respectively of the DMX reception. 'x' means that no signal is being received or that the transmitted value of the safety channel is not within the previously configured value range (= device is not armed). The safety condition is not met in this example and no flame is being generated.

Input: DMX512
F:003_, S:012✓

'✓' right next to the safety channel means that a DMX signal is being received and a value between the previously configured value range is being received for the safety channel (= device is armed). Consequently, flame effects can be initiated.

Input: DMX512
F:003◊, S:012✓

The safety condition is fulfilled and the flame channel is being received with a dimming value of at least 90%. The G-Flame generates a flame. In this case a flame symbol is being displayed right next to the flame channel.

DMX-RDM not
Supported!

During the reception of DMX signals in addition to the display content shown above also the following information is being displayed alternately:

- Tilt switch on/off and the tilt status
- Flame monitoring on/off

As soon as the DMX status is changing the device immediately displays the DMX information again and the LCD backlight is switched on simultaneously if it has been enabled in the menu of the device.

4.5.3 The error message "DMX-RDM not supported!"

DMX-RDM not
Supported!

If you see this error message, the device is receiving so-called RDM packets, which are not supported and are discarded by the software.

Operation of the device via DMX is not possible in this case. Please switch off RDM at the DMX console for the DMX Universe, which is used to control the G-Flames, to be able to continue operation.

4.6 Control of the device via serial data cables via the RS485 interface in conjunction with the PFC Advanced

Via the connector for the DMX signal the communication on serial data cables with the PFC Advanced is possible. DMX is only a so called protocol which is utilizing an RS485 interface.

In the menu you can choose between radio or cable control. In cable control mode the controller PFC Advanced is the feed-in to a network which has a line architecture. The controller always sends data both ways: via radio and on the cable. For this reason both control methods can be used simultaneously.

The G-Flame can receive the serial data signal on the male 5pin XLR connector and provides an output of this signal on the female 5pin XLR connector in order to feed it through to the next device.

The cable control method is using a 'RS485' network. According to this standard a termination resistor is required at the last bus device which is plugged into the unused connector. Another termination resistor has to be installed at the controller which is normally the first device in the line.

The maximum cable length of one line is 1,000 m. A 'booster' can be used to extend the length. The use of 'splitters' allows star shaped networks, too.

Serial data cables with customized lengths, termination resistors, boosters and splitters are available as accessory parts.

The maximum number of devices per line is 32. The total maximum number of devices is theoretically unlimited if boosters and splitters are being used.

If cable control has been selected in the menu the following is being displayed in receiving mode:

Input: Cable
(RS485 of PFC)

TIP

Even if the device is in cable control mode a result is displayed if a range test is in progress. The test result informs you about the range condition if you would decide to use the radio control option. A bad result of the radio range test e.g. if no antenna is connected does absolutely not imply that the signal on the cable is insufficient, too.

TIP

Feedback data from remote access functions is sent by the G-Flame on both communication carriers: via radio and on the cable. At the controller PFC Advanced you can choose which feedback signal should be detected.

The pin assignment of the RS485 interface is as follows:

Pin1 = Shielding for serial data cable, to be connected with the shielding of the cable
Pin2 = Serial data cable, Signal -
Pin3 = Serial data cable, Signal +

Pin4 = unassigned but connected between the male and female jack
 Pin5 = unassigned but connected between the male and female jack

A connection diagram is printed on the housing of the G-Flame.

Upon request you will be able to receive customized data cables if you provide us your requirements.

4.7 Advanced wireless module, communication via radio or serial data cables

If the device has been equipped with the Advanced wireless module it can be controlled by the Galaxis controllers PFS Profi, PFS Pocket, PFM Advanced USB Modem and PFC Advanced. Remote data requests and remote programming is only possible if the G-Flame is used in conjunction with the PFC Advanced.

When the wireless module is installed remote data requests and remote programming is also possible with the wireless USB modem together with the Composer software from any PC or notebook.

The operation of the G-Flame together with the Advanced wireless module is described in more detail in the section 'menu' in this manual

If the wireless module is installed the G-Flame can also communicate with the PFC Advanced via serial data cables. The connection is established by using the DMX jacks and the DMX interface which in principle works as a so called RS485 interface. Please refer to the manual of the controller PFC Advanced and the receiver PFE Advanced regarding network topography and operation.

If the cable interface has been selected in the menu of the G-Flame the pin assignment of the 5pin male and female XLR connectors is as follows:

The pin assignment is as follows:

Pin1 = Shielding for serial data cable, to be connected with the shielding of the cable

Pin2 = Serial data cable, Signal -

Pin3 = Serial data cable, Signal +

Pin4 = unassigned but connected between the male and female jack

Pin5 = unassigned but connected between the male and female jack

A connection diagram is printed on the housing of the G-Flame.

Upon request you will be able to receive customized data cables if you provide us your requirements.

5 Instructions for installation and de-installation of the G-Flame

5.1 Setup of the G-Flame

First ensure that the equipment is in a safe position and observe all safety rules from the beginning of assembly to the end of disassembly. Before the G-Flame is switched on, make sure that the gas supply has been correctly established

WARNING  2.2.1 2.3.4 2.4.1	Flammable atmosphere in/at the device When connecting or closing the gas containers, a flammable atmosphere could occur in/at the unit due to loose connections or leaks of the fuel-carrying components. An ignition spark could cause combustion or deflagration in/at the device. • Perform the pressure test of the fuel-carrying components as required in this operating manual. • Make sure that the underside of the device (cutout) is not blocked. • Large cutout at the underside of the device below the fuel-carrying components, so that any escaping gas can be drained. • Do not use the device if leaks are detected. • Follow all safety instructions and regulations at all times.
WARNING  2.2.2 2.3.6	Unintentional triggering of a flame column Technical faults can lead to unintentional flame effects. • Make sure that the required safety distance to persons is maintained. • Only connect the gas bottle/cartridges when the device is switched off. • Minimize the presence in the danger zone. • Enable the flame monitoring system. • Never keep body parts above the combustion chamber at any time. • Follow all safety instructions and regulations at all times.

5.1.1 Operation with aerosol cartridges

If you use aerosol cartridges, make sure that they are correctly and tightly screwed into the cartridge holder and that the shut-off valves are closed. Connect the cartridge holder to the G-Flame with the quick coupler. A clearly audible click should be heard. The shut-off valves can now be opened.

5.1.2 Operation with gas bottles

If you use gas cylinders, make sure that the gas hose is correctly and tightly screwed to the gas cylinder and that the shut-off valve is closed. Connect the gas hose to the G-Flame with the quick coupler. A clearly audible click should be heard. The shut-off valve of the gas cylinder can now be opened.

WARNING  2.3.9	Extracting the fuel from a gas cylinder in the liquid phase with a pressure reducer for the gasiform phase Destruction of pressure reducer or hose or uncontrolled escape of liquid gas, thereby risk of fire and explosion. • Only use the gas bottle as specified by the manufacturer.
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5.1.3 After opening

Immediately after opening the gas supply, the gas tightness must be checked. Ensure a quiet environment and pay close attention to any flow noise and use a gas leak detector to ensure that no gas is leaking. In the event of a leak, you must shut off the gas supply immediately and you must not switch on the device. Only if everything is tight, the device may be switched on.

5.2 De-installation the G-Flame

Before you de-install the G-Flame, you must burn off the fuel that is still in the system and the hoses or the cartridge holders. Proceed as follows:

CAUTION  2.4.4 2.5.1	Strong heating of the device during operation During operation, the following parts of the device can heat up considerably: • the casing, in particular the parts forming the combustion chamber • the electrode cage • the ignition electrodes • the electrode for ionization measurement Do not touch these parts until they have cooled down sufficiently and the unit is switched off.
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WARNING  2.2.1 2.3.4 2.4.1	Flammable atmosphere in/at the device When connecting or closing the gas containers, a flammable atmosphere could occur in/at the unit due to loose connections or leaks of the fuel-carrying components. An ignition spark could cause combustion or deflagration in/at the device. • Perform the pressure test of the fuel-carrying components as required in this operating manual. • Make sure that the underside of the device (cutout) is not blocked. • Large cutout at the underside of the device below the fuel-carrying components, so that any escaping gas can be drained. • Do not use the device if leaks are detected. • Follow all safety instructions and regulations at all times.
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5.2.1 Operation with aerosol cartridges

Close the shut-off valves on the cartridge holders and switch the unit on again if it is switched off. Remove the remaining gas in the G-Flame by triggering the device until no flame comes out of the combustion chamber anymore.

Only now you can switch off the unit and remove the cartridge holder without pressure, because the quick connectors must always be opened without pressure so that the seals are not damaged. The unit can now be de-installed.

CAUTION  2.4.2	Unexpected flame column Unexpected flame column on ignition without connected gas bottle/cartridges due to remaining residual gas in the system. • Flame off residual gas quantities in the system.
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5.2.2 Operation with gas bottles

Close the shut-off valve on the gas cylinder and switch the device on again if it is switched off. Remove the remaining gas in the G-Flame by triggering the device until no flame comes out of the combustion chamber anymore.

Only now you can switch off the unit and remove the hose without pressure, because the quick connectors must always be opened without pressure so that the seals are not damaged. The unit can now be de-installed.

CAUTION  2.4.2	Unexpected flame column Unexpected flame column on ignition without connected gas bottle/cartridges due to remaining residual gas in the system. • Flame off residual gas quantities in the system.
CAUTION  2.4.3	Dangerous movement of the gas hose The gas hose could take up a dangerous movement due to the residual pressure in the system. • Use quick couplers specified by the manufacturer.

5.3 Tilting the G-Flame

The tilted operation of the G-Flame is possible. We recommend a maximum tilt angle of 45° in conjunction with gas bottles and a maximum tilt angle of 75° when gas cartridges are being used.

NOTICE 2.1.1	Overturning the device The device may overturn during operation. • Ensure a sufficiently secure stand. • If necessary, attach the unit to the designated mounting points. • Use only suitable stands. • Always enable the tilt switch if possible.
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If gas cartridges are installed the liquefied phase is being used and due to that the flames follow better the tilt angle because the influence of the thermal lift on the shape of the flame is significantly lower in this case.

When the tilt angle is more than 30° the tilt sensor has to be turned off in the menu of the device. When doing so please note that the device will not close the electromagnetic valves e.g. if it is turned over. In this case it is so much more important to ensure that the G-Flame is securely mounted and that your personnel is constantly supervising that all devices are in correct position.

If the G-Flame is used with gas cartridges it can also be tilted with an angle of e.g. 90°, 135° or 180° but in these cases the problem exists that the fuel can no longer be used completely or partly in the liquefied phase. Due to that for example a short hose and an external cartridge holder is necessary to enable this operation. If you have a demand for this please contact us so that we can provide a customized solution.

5.3.1 Instructions for installation at a tilt of 180°

If you want to use the G-Flame inclined by 180°, we recommend this application exclusively with gas cartridges. To do this, you must use an extension for the gas cartridge holder (Item No. 1807). This ensures that the gas from the cartridges is still withdrawn in liquid form. This extension means that the gas cartridges can no longer be installed in the housing of the G-Flame.

5.4 Additional instructions for permanent installations

A permanent installation requires that the system is effectively and redundantly monitored by at least two gas detection devices. The function of the gas detectors has to be checked weekly. These function checks must be recorded in writing.

The amount of fuel which is held available and is connected with the device must be as low as possible.

The shut-off valves should be opened as shortly as possible before the usage and they should be closed again as fast as possible after the effects.

5.4.1 Operation with aerosol cartridges

No gas cartridges are allowed to remain in the device if no personnel is present to supervise the devices.

5.4.2 Operation with gas bottles

The fuel shut-off valves on the gas bottles must be closed if no personnel is present to supervise the devices.

5.5 Instructions regarding the use of Flame Bars

If you want to use Flame Bars, we would like to expressly state here that only gaseous fuel and under no circumstances liquid gas may be used! As a result, the conventional cartridge holder cannot be used here.

How this can best be achieved in the respective application should be clarified individually with the manufacturer.

WARNING  2.3.10	Use of liquid gas Unexpectedly large flame at the Flame Bars, possibly dropping of burning liquid gas to the ground. • Only use fuels approved by the manufacturer. • Do not use the conventional gas cartridge holder.
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DANGER  2.3.7	Use of non-original accessories or operation without specified components The safe operation of the device cannot be guaranteed, if non-original accessories and components are used. All specified parts must be used to operate the device (e.g. pressure reducer). • Use only components and accessories approved by the manufacturer. • Use all components specified by the manufacturer.
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5.6 Mounting on light or speaker stands

A receptor for the direct mounting of the G-Flame on light or speaker stands has been integrated in the bottom side of the housing.

5.7 Mounting on truss elements

Cage nuts have been integrated in the bottom of the housing to enable the direct mounting of the device on 3-point and 4-point truss elements. Depending on the shape of the truss elements you want to use you may have to remove one cage nut and insert it in another holder.

Cone shaped couplers with bolts and safety splint-pins (half cone with M10 screw), which can be inserted into the tubes of the truss elements, are available from specialized trade shops for stage equipment.

If necessary, e.g. in places of public assembly, a safety rope can be installed in addition by using the eye on one edge of the housing.

6 Approved fuels

6.1 Approved fuels and instructions if the gas bottle option is being used

Make sure that the correct nozzle for this type of fuel is installed and that it is tightened sufficiently.

Gas bottles with 5 kg, 11 kg or 33 kg of liquefied Propane/Butane gas mixture can be used with this type of operation.

For safety reasons you should use the smallest bottle possible. Only if a high quantity of gas is required for a single event you should use the next larger bottle size.

DANGER  2.3.8	Use of gas bottles without pressure reducer The safe operation of the device cannot be guaranteed by operating gas bottles without pressure reducers. All specified parts must be used to operate the device. • Only use gas bottles with an installed pressure reducer.
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The usage of other fuels in this operation mode, e.g. with coloring additives, is strictly prohibited because this can lead to leakages in the system or malfunction of the electro-magnetic valves.

The distance between the G-Flame and the gas bottle must be at least 1.0 m. The G-Flame is not allowed to be inclined in the direction of the gas cylinder when it is in tilted operation.

6.1.1 Instructions regarding the usage of the gasiform phase

The usage that is intended by the manufacturer is that only the gasiform phase is being taken from the bottle. Here it is mandatory to use a pressure regulator and the maximum output pressure must not be higher than 4.0 bar. The used gas hose must be approved for a pressure of 6.0 bar.

If you order the gas bottle option we deliver appropriate and approved equipment for this type of usage. If the inner diameter of the gas hose is too small or if the pressure regulator is unsuitable the flame height will be reduced. The usage of gas bottles without pressure regulator is an extreme accident hazard and is strictly prohibited.

The reason is that the pressure in the bottle can reach up to 35 bar and certain components like e.g. the gas hose and the electro-magnetic valves have not been designed for this.

6.1.2 Instructions regarding the usage of the liquid phase

The usage that is intended by the manufacturer is that only the gasiform phase is being taken from the bottle. You can use also the liquid phase on your own risk. When using the liquid phase much higher flames can be generated (approx. 8-9 m). For doing so another nozzle is required and it is prohibited to use the supplied pressure regulator.

WARNING  2.3.9	Extracting the fuel from a gas cylinder in the liquid phase with a pressure reducer for the gasiform phase Destruction of pressure reducer or hose or uncontrolled escape of liquid gas, thereby risk of fire and explosion. • Only use the gas bottle as specified by the manufacturer.
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Standard pressure regulators are not suitable to be used with the liquefied phase. When the temperature is rising the pressure in the hose will increase extremely which will destroy the pressure regulator and liquefied gas is set free. Pressure regulators are offered on the market which are suitable to regulate the liquefied phase. Furthermore, a gas hose must be used that has been approved for at least the maximum bottle pressure which is 35 bar. Hydraulic hoses are suitable for this.

It must be avoided by all means that a certain volume filled with liquefied gas is blocked off. For example, it is not allowed to fill the hose with liquefied gas and then close the shut-off valve on the bottle. The pressure in the locked volume will increase with a rate of 7 bar per 1°C when the temperature is rising! If you do not use a regulator must ensure that the bottle pressure is not higher than 10 bar because this is the maximum pressure that the electromagnetic valves can handle and due to that the bottle temperature should not exceed 25°C. It is not advisable to use the liquid phase by turning the bottles upside down. Besides the fact that the bottle is no longer standing stable also dirt from the bottle may enter the regulator (if installed) or the system of the G-Flame. When using the liquid phase, you should only use bottles with a dip tube installed inside. The safety distance must be extremely increased: if there is no wind at least 10 m to the side and 20 m upwards. The safety distance sideways has to be increased in windy conditions by the judgment of the operator. Please note in this context that unburned fuel that is transported by the wind can be hazardous.

Accurately inspect all equipment before each application, especially the gas hose, regarding possible damages. It is strictly prohibited to use damaged parts or equipment.

Ensure that the gas hose cannot become damaged during usage, e.g. by burning stars from aerial shells that fall down to the ground. Fireproof protective covers for the gas hoses are available upon request.

Make sure that the flame monitoring system is enabled in the menu of the G-Flame.

The usage of gas bottles in conjunction with the G-Flame is only permitted outdoors and not on stages, in buildings or tents etc.

Before starting operation, the system has to be checked with a gas leak detector.

Make sure that the quick coupler, the gas hose and the pressure regulator is connected gas tight with the gas bottle.

Depending on your application it can be necessary to use gas detectors to ensure best possible safety. Cost effective devices are offered on the market. Please note in this context that Propane and Butane is heavier than air and due to that it can accumulate in sinks, trenches, cellars or shafts. This characteristic must be taken into consideration when installing gas detectors.

In case that the G-Flame do not ignite the fuel because of a technical defect or if the device should have a leakage the units must be turned off immediately either by using the emergency-off input or by disabling the hazard zone that has been assigned to the device and the fuel supply has to be shut off as quickly as possible. The main switch is not allowed to be used as long as an ignitable fuel-air-mixture is present. The advantage of using the emergency-off input is that no spark, which could possibly ignite the mixture, is being generated when turning off the unit.

In most cases liquefied gas is a mixture of Propane and Butane. The mixing ratio can be very different, depending on the country. This has to do with the fact that the vapor pressure of Propane is much higher compared to Butane. In countries with a warm climate usually the Butane proportion is much higher while in countries with a colder climate the Propane proportion is higher. The mixing ratio can also vary depending in which season the gas is being purchased. The G-Flame can work with any Propane/Butane mixing ratio. You should use the liquefied gas as it is offered in the particular country instead of e.g. bringing pure Propane bottles to a region with relatively warm climatic conditions.

The instructions in the material safety data sheet of the gas bottles, the ADR regulations (i.e. regulations for the transportation of dangerous goods) and the regulations imposed by the employer's liability insurance association for the storage and usage of gas bottles and all other relevant laws, especially for places of public assembly and all accident prevention regulations, must be strictly followed. Especially the maximum allowable temperature of the bottles must not be exceeded. Protect the bottles from direct sun light and ensure that the bottles do not become overheated e.g. if they are loaded on vehicles. Usually the bottles are equipped with a pressure relief valve which opens at 35 bar with a tolerance of +/- 5 bar. This is beneficial to prevent the burst of a bottle during a fire. If the pressure is decreasing this safety valve is closing automatically. Of course, the released gas is a major accident hazard. Liquefied, pure Propane already generates a vapor pressure of 26 bar at a temperature of 70°C. 30 bar is exceeded at a temperature of 78°C and gas could possibly vent through the pressure relief valve. According to the regulations of the employer's liability insurance association already a bottle temperature of 40°C is unallowable.

The valves of the bottles should be opened as shortly as possible before the usage and they should be closed again as fast as possible after the effects.

After each usage the remaining fuel in the gas hose and in the system of the G-Flame must be emptied. To do so first close the valves of the gas bottles and then initiate a flame effect several times until no flame is being generated any more. Then the installation can be dismantled.

TIP	Expect that the G-Flame generates a flame every time you trigger the device even if there is no fuel supply. It could be that there is still fuel in the system and due to that a flame can be possibly generated. Furthermore, it could be that the system has not been completely emptied last time when the devices have been used.
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When gas is drawn from the gas bottle, which contains the liquefied phase, the liquid in the bottle is cooling down due to the evaporative heat loss. Especially if a high volume is drawn from the bottle and if the ambient temperature is low this can lead to a significant pressure loss in the bottle resulting in a lower flame height. If you want to use or construct a bottle heater to cope with this problem you must not use appliances that have not been approved for this. Furthermore, the heating device must be equipped with at least two independent temperature monitoring systems for failover redundant operation.

6.2 Approved fuels and instructions if the gas cartridge option is being used

Make sure that the correct nozzle for this type of fuel is installed and that it is tightened sufficiently.

The gas cartridge option is intended to be used for applications on stages or in buildings. It is always possible to use the G-Flame with this variant also outdoors. In this context we would like to point out that the flame effect is less susceptible to windy conditions due to the fact that the liquefied phase is being used if gas cartridges are installed.

When gas cartridges are to be used the following fuel-cartridges are approved:

a)

Manufacturer or respectively supplier:

ROTHENBERGER Werkzeuge GmbH
Industriestraße 7
65779 Kelkheim
Germany

Telephone: +49 / 6195 / 800-0
Fax: +49 / 6195 / 800-3500

e-Mail: info@rothenberger.com
Homepage: www.rothenberger.com

Product name:	Multigas 300
Content:	600 ml Aerosol (330 g)
Composition:	approx. 65% Butane, 35% Propane
Calorific value:	4,61 kWh / Cartridge

b)

Manufacturer or respectively supplier:

CFH Löt- und Gasgeräte GmbH
Bahnhofstraße 50
74254 Offenau
Germany

Telephone: +49 / 7136 / 95 94-0
Fax: +49 / 7136 / 95 94-44

Homepage: www.cfh-gmbh.de
e-Mail: info@cfh-gmbh.de

Product name:	Universaldruckgasdose AT 2000
Content:	600 ml Aerosol (330 g)
Composition:	approx. 70% Butane, 30% Propane
Calorific value:	4,61 kWh / Cartridge

Additional fuels can be approved upon request.

In this operation mode the pressurized liquid is taken from the cartridges and is atomized by the nozzle of the G-Flame. An aerosol is produced which is then ignited by an electrical arc. Due to this we are speaking of aerosol cartridges, fuel cartridges or gas cartridges.

Use only a single cartridge for the reasons of safety if you do not need to generate many flame effects.

The usage of other fuels in this operation mode, e.g. with coloring additives, is strictly prohibited because this can lead to leakages in the system or malfunction of the electro-magnetic valves.

Make sure that the flame monitoring system is enabled in the menu of the G-Flame.

Only use original accessories which you will receive from us when ordering the gas cartridge option. The cartridge adaptor consists of a T-piece with two non-return valves, two shut-off valves and two connectors for the gas cartridges. The non-return valves prevent the leakage of fuel on the other side of the T-piece if a cartridge is being installed while the shut-off valve on the other side is not closed.

Even though non-return valves are installed you have to ensure that both shut-off valves are closed when screwing in one or two cartridges.

Before removing the T-piece from the G-Flame or before screwing in fuel cartridges you have to ensure that no ignition sources are present in the surrounding area. Smoking and open fire is forbidden. All other sources of ignition must be eliminated.

Make sure only to use cartridges that are undamaged and that the connectors for the cartridges and the thread on the cartridges is free from dirt and dust.

Open the cover lid of the G-Flame in order to screw in the cartridges and remove the T-piece by opening the quick-coupler. To do so pull back the knurled ring. Check all parts of the equipment thoroughly if anything is damaged, especially the seal in the quick-coupler of the T-piece. It is strictly prohibited to use damaged equipment.

Pay attention to screw in the cartridges gas-tight, completely and rather tight. Otherwise it is possible that the valve in the cartridges is not completely opened which leads to the problem that the fuel amount that can be drawn from the cartridge is reduced. In this case either the flame height will be reduced or the flame cannot be ignited. Both can cause a shut-off of the electromagnetic valves because the flame monitoring system cannot detect a sufficiently burning flame.

The shut-off valves in the T-piece should be opened as shortly as possible before the usage and they should be closed again as fast as possible after the effects.

Before or respectively while putting the device into service it can be reasonable to check the whole system with a gas leakage detector. If used on stages, buildings or tents this is absolutely necessary. When screwing in the cartridges it can happen that a small amount of fuel is set free. Due to the fact that gas leakage detectors are very sensitive you should wait some minutes so that the fuel that was possibly released when the cartridge was installed can evaporate and volatilize completely. Then you can begin with the testing against leakages.

If it should be the case that G-Flames do not ignite the aerosol spray or that there is a fuel leakage because of a technical defect the units must be turned off immediately either by using the emergency-off input or by deactivating the hazard zone that has been assigned to the device and the fuel supply has to be terminated as fast as possible. The unit may only be turned off by using the main switch if you can assure that there is no inflammable or explosible fuel-air ratio present. The advantage of utilizing the emergency-off input is that during the shut-down no electric spark can be generated that could ignite a fuel-air mixture.

Depending on your application it can be necessary to use gas detectors to ensure best possible safety. In applications on stages, in buildings or tents this is mandatory. Cost effective devices are offered on the market. Please note in this context that Propane and Butane is heavier than air and due to that it can accumulate in sinks, trenches, cellars or shafts. This characteristic must be taken into consideration when installing gas detectors.

Gas cartridges contain predominantly Butane, which has a lower vapor pressure compared to Propane. Furthermore, the vapor pressure curve of Butane has a much flatter characteristic. On the other hand, the cartridge is by far not so robust as a gas bottle. Therefore, the maximum temperature, which is 50 °C according to the guidelines provided by the manufacturers of the cartridges, must not be exceeded during storage, transportation and usage.

The instructions in the material safety data sheet of the gas cartridges, the ADR regulations (i.e. regulations for the transportation of dangerous goods) and the regulations imposed by the employer's liability insurance association for the storage and usage of gas cartridges and all other relevant laws, especially for places of public assembly and all accident prevention regulations, must be strictly followed. Especially the maximum allowable temperature of the gas cartridges must not be exceeded. Protect the cartridges from direct sun light and ensure that the cartridges do not become overheated e.g. if they are loaded on vehicles.

After each usage the remaining fuel in the T-piece and in the system of the G-Flame must be burned off. To do so first close the shut-off valves on the T-piece and then initiate a flame effect several times until no flame is being generated any more. Then the installation can be dismantled. In this context we want to point out that it can take very long until the liquid fuel in the system has completely evaporated. When the liquid fuel evaporates a lot of coldness is being generated (evaporation chill) and this leads to a deceleration of the evaporation. Due to that it can absolutely happen that after a certain time a flame is being generated again even though it seemed that the fuel evaporated completely when emptying the system.

After emptying the system and burning off the fuel the installation can be dismantled. Before your remove the T-piece you have to make sure that no ignition sources are present.

TIP	Expect that the G-Flame generates a flame every time you trigger the device even if there is no fuel supply. It could be that there is still fuel in the system and due to that a flame can be possibly generated. Furthermore, it could be that the system has not been completely emptied last time when the devices have been used.
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6.3 Fuel consumption

6.3.1 Fuel consumption if gas bottles are being used

With a gas bottle with a content of 11 kg approx. 1,000 flame effects with a duration of 0.5 seconds and a height of 5 m can be generated. With a 5 kg bottle approx. 450 of these effects are possible.

6.3.2 Fuel consumption if gas cartridges are being used

The fuel consumption depends mainly on the vapor pressure in the gas cartridges which depends on the temperature and also the nozzle size has an effect on the amount of fuel consumed.

The following spreadsheet should give you approximate guideline values. The information in seconds refers to the approximate total burning duration with two cartridges with different cartridge temperatures. The burning duration has been determined by using cartridges with a content of 330 g or respectively 600 ml.

Nozzle size	S	M	L	XL	XXL
-20 to -15°C	62 Sec.	57 Sec.	52 Sec.	47 Sec.	42 Sec.
-15° to -10°C	60 Sec.	55 Sec.	50 Sec.	45 Sec.	40 Sec.
-10° to -5°C	58 Sec.	53 Sec.	48 Sec.	43 Sec.	38 Sec.
-5° to 0°C	56 Sec.	51 Sec.	46 Sec.	41 Sec.	36 Sec.
0° to +5°C	54 Sec.	49 Sec.	44 Sec.	39 Sec.	34 Sec.
+5° to +10°C	52 Sec.	47 Sec.	42 Sec.	37 Sec.	32 Sec.
+10° to +15°C	50 Sec.	45 Sec.	40 Sec.	35 Sec.	30 Sec.
+15° to +20°C	48 Sec.	43 Sec.	38 Sec.	33 Sec.	28 Sec.
+20° to +25°C	46 Sec.	41 Sec.	36 Sec.	31 Sec.	26 Sec.
+25° to +30°C	44 Sec.	39 Sec.	34 Sec.	29 Sec.	24 Sec.
+30° to +35°C	42 Sec.	37 Sec.	32 Sec.	27 Sec.	22 Sec.
+35° to +40°C	40 Sec.	35 Sec.	30 Sec.	25 Sec.	20 Sec.

30 seconds would be for example 100 short flame effects with 0.3 seconds each or 60 flame effects with 0.5 seconds each or 30 flame columns with a valve opening duration of 1.0 seconds.

7 Safety distances

The safety distances stated in this manual refer to flame retardant materials. For other materials or objects that are susceptible to heat the safety distances must be significantly increased. The thermal output of this effect device is enormous. It is more than 1.2 Megawatt if gas cartridges are being used at a cartridge temperature of 20°C. Especially the safety distance upwards must be increased by 3 m if easily inflammable materials are present.

DANGER  2.3.1	Open flames Personal injury can occur due to the open flame. • Make sure that the required safety distance to persons is maintained. • Minimize the presence in the danger zone. • Never keep body parts above the combustion chamber at any time. • Follow all safety instructions and regulations at all times.
WARNING  2.2.2 2.3.6	Unintentional triggering of a flame column Technical faults can lead to unintentional flame effects. • Make sure that the required safety distance to persons is maintained. • Only connect the gas bottle/cartridges when they the device is switched off. • Minimize the presence in the danger zone. • Enable the flame monitoring system. • Never keep body parts above the combustion chamber at any time. • Follow all safety instructions and regulations at all times.
WARNING  2.3.2	Ignition failure The ejected gas stream does not ignite. • Make sure that the required safety distance to persons is maintained. • Minimize the presence in the danger zone. • Activate the flame monitoring system. • Never keep body parts above the combustion chamber at any time. • Follow all safety instructions and regulations at all times.

The required safety distance for safe operation is depending on several parameters. The flame height is influenced by different nozzle sizes if gas cartridges are being used and by the selected output pressure of the pressure regulator if gas bottles are being used. Furthermore, wind and every other air movement and the thermal lift are relevant factors.

The duration how long the electromagnetic fuel valves are opened is having an influence on the required safety distance. If the valves are opened for extremely short times (approx. 0.1 to 0.5 seconds) smaller flame balls are being generated compared to longer durations.

In addition, the temperature of the gas cartridges or gas bottles is affecting the flame height.

The pressure in the gas cartridges is rising with the temperature. Due to the lack of a pressure regulator the flame height depends directly on the temperature of the fuel in the cartridges.

If gas bottles are used the output pressure of the regulator is constant and therefore the flame height is actually not depending on the temperature of the bottle unless the liquefied gas is very cold or is chilled by the evaporative heat loss so that the vapor pressure in the bottle is falling below the selected output pressure of the regulator. Propane has a vapor pressure of approx. 4 bar at 0°C and approx. 2 bar at -15°C.

Wind or thermal influences may heighten the effects which can demand increased safety distances as well.

In general, the following rule applies: The operator is responsible for the accident-free usage of the G-Flame and has to decide by his own judgment which safety distance is required.

In certain circumstances the safety distances may be specified by the authorities that are responsible for the safety during the fire prevention assessment on site. The following tables should inform you about the effect height to be expected and be an orientation guide when specifying the minimum safety distances.

In general, all the recommendations for the safety distances given in here are basing on the condition that there is no wind at all! Windy conditions will lead to the result that the effects are drifting sideways accordingly, especially if gas bottles are being used. This must be considered when choosing the position for the installation, choosing a nozzle size and the operation pressure. Due to the fact that the usage of the devices is beyond our control expressly disclaim any liability for any damages resulting from insufficient safety distances. Therefore, we are only giving recommendations regarding the safety distances instead of fixed values. Every user must decide by himself which minimum safety distance is required for his application.

Utmost care must be taken if actors are wearing costumes that are easily inflammable. In such cases the safety distance must be increased dramatically. If in doubt the effect has to be omitted.

7.1 Safety distances if gas bottles are being used, device standing vertically

Selected pressure [bar]	0,0 - 0,5	0,5 - 1,0	1,0 - 1,5	1,5 - 2,0	2,0 - 2,5	2,5 - 3,0	3,0 - 3,5	3,5 - 4,0
Approx. effect height* [m]	1,5	2,0	2,5	3,0	3,5	4,0	4,5	5,0
Safety distance upwards** [m]	3,5	4,0	4,5	5,0	5,5	6,0	6,5	7,5
Safety distance sideways*** [m]	2,0	2,0	2,5	2,5	3,0	3,0	3,5	3,5

* = Expected effect height if valves are opened for 1.5 seconds if G-Flame is standing vertically

** = Recommended safety distance upwards to persons, animals or flame retardant objects

*** = Recommended safety distance sideways to persons, animals or flame retardant objects

7.2 Safety distances if gas cartridges are being used, device standing vertically

Nozzle size	S	M	L	XL	XXL
-20 to -10°C	approx. 1.5 m 3.5 m 2.0 m	approx. 2.0 m 4.0 m 2.0 m	approx. 2.5 m 4.5 m 2.0 m	approx. 3.0 m 5.0 m 2.5 m	approx. 3.5 m 5.5 m 2.5 m
-10 to 0 °C	approx. 2.0 m 4.0 m 2.0 m	approx. 2.5 m 4.5 m 2.0 m	approx. 3.0 m 5.0 m 2.5 m	approx. 3.5 m 5.5 m 2.5 m	approx. 4.0 m 6.0 m 2.5 m
0 to 10 °C	approx. 2.5 m 4.5 m 2.0 m	approx. 3.0 m 5.0 m 2.5 m	approx. 3.5 m 5.5 m 2.5 m	approx. 4.0 m 6.0 m 2.5 m	approx. 4.5 m 6.5 m 3.0 m
10 to 20 °C	approx. 3.0 m 5.0 m 2.5 m	approx. 3.5 m 5.5 m 2.5 m	approx. 4.0 m 6.0 m 2.5 m	approx. 4.5 m 6.5 m 3.0 m	approx. 5.0 m 7.0 m 3.5 m
20 to 30 °C	approx. 3.5 m 5.5 m 2.5 m	approx. 4.0 m 6.0 m 2.5 m	approx. 4.5 m 6.5 m 3.0 m	approx. 5.0 m 7.0 m 3.5 m	approx. 5.5 m 7.5 m 4.0 m
30 to 40 °C	approx. 4.0 m 6.0 m 2.5 m	approx. 4.5 m 6.5 m 3.0 m	approx. 5.0 m 7.0 m 3.5 m	approx. 5.5 m 7.5 m 4.0 m	approx. 6.0 m 8.0 m 4.5 m

Marking in cyan color = Expected effect height if valves are opened for 1.5 seconds if G-Flame is standing vertically

Marking in yellow color = Recommended safety distance upwards to persons, animals or flame retardant objects

Marking in green color = Recommended safety distance sideways to persons, animals or flame retardant objects

It can be necessary to increase the safety distance to uninvolved persons significantly also to ensure that these people do not become frightened and do not show panic reactions. Our recommendation is here a safety distance of at least 5 m sideways.

7.3 Safety distances when using flame bars

The safety distances when using Flame Bars are 2.5 m upwards from the pipe in all directions and 2.0 m from the pipe ends to the side.

7.4 Safety distances if the device is being tilted

It is also possible to mount the device in a tilted orientation. If gas bottles are being used, we recommend a maximum tilt angle of 45° sideways. When operated with gas cartridges the maximum tilt is 75° sideways.

If the device is operated with a tilt angle the safety distances sideways in the direction of the tilt angle should be increased according either to the operator's judgment or to the guidelines of the authorities. Possibly the safety distances on the other side can be reduced, but we recommend to keep at least a minimum distance of 2.0 m.

We recommend to keep the minimum safety distance upwards to people, animals and flame retardant materials if the device is being tilted because due to the thermal lift the same amount of heat will ascent.

7.5 Safety distances if the device is mounted above the spectators

In general, it is possible to install the devices above the spectators, e.g. on elevated truss elements. The device does not have any fall-out but we recommend a minimum safety distance to people, animals and flame retardant materials of 2 meters above the heads of the spectators. If the devices are used above the spectators you have to take into consideration that they can become frightened and could possibly show panic reactions. This bears the risk of injury and death.

7.6 Reduction of the safety distances to actors

Possibly the safety distance to performers (actors, musicians, Stuntmen, artists, etc.) can be reduced slightly if these persons have been well trained and became familiar with the flame effect. It can be necessary to employ other safety measures such as flame retardant or inflammable costumes, pyrotechnical barrier gel (i.e. stunt gel) for the unprotected skin, etc. The user who is in charge for the safety will also have to take into consideration that heat is being dissipated as infrared radiation (invisible heat radiation) and that heat is rising upwards due to the thermal lift.

8 Switching on

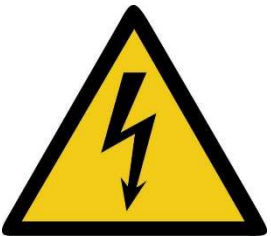
The G-Flame can only be operated if the emergency switch is closed. If you want to use the device without emergency switch you can plug in the supplied XLR connector which is bridging the contacts of the emergency switch before you put the device into operation. In principle the main switch and the emergency switch are wired in series.

To switch on the G-Flame press the main switch which you will find on the side of the device where the display is.

Firstly, on the LCD the start screen and the firmware version is being displayed:



Right after that the safety timer is started, unless a warning message is being displayed that the battery has been deeply discharged.

WARNING  2.3.3	High ignition voltage For the operation of the ionization measurement and the electrical ignition of the fuel, very high voltages are generated in the device, which can be life-threatening. Therefore, always operate the unit with the cover panel closed and never reach into the interior of the unit or into the ignition electrodes or electrode cage during operation. The electrode for ionization measurement is live while the fuel valves are open. However, a current limiter in the unit prevents any danger from arising.
--	---

9 Compatibility and Firmware Revision History

This device can be controlled by the following transmitters:

- PFS Profi
- PFS Pocket
- PFC Advanced

The G-Flame can be programmed with the Wireless USB Modem PFM Advanced.

The device communicates bidirectionally with the PFC Advanced and the USB Modem PFM Advanced.

The firmware of the devices is continuously developed. Information about changes between different firmware versions is available on request. Please inform us about the version you are currently using. We will then send you an easy-to-understand extract from the firmware revision history.

10 Automatic Hardware Checks With Startup

As soon as you switch on the device, a check of the hardware for correct function takes place during the startup sequence.

10.1 The Error Message '#'

An error has been detected in the configuration of the device, which is why it has been locked. Unlocking can only be performed with telephone assistance and during business hours by our support. To initiate the unlocking process, press "Up" once when this message is displayed and then press "Down".

The following scrolling text is then displayed:

Call the Galaxis office and tell the token. You will receive the activation code. Continue with Mode.

If you now activate 'Mode' a random eight-digit sequence of numbers will be generated and displayed, the so-called token. Tell us this token on the phone and will give you the corresponding activation code.

TIP

You may speed up the ticker by activating the 'Mode' sensor field and keeping it activated.

The sequence is as follows:

Token:
53582820

Example of a token being displayed. This screen is being displayed sufficiently long so that you can tell us the token on the phone.

Code?
◆

Then you see this request to enter the activation code which you will receive from Galaxis on the phone. With 'Up' and 'Down' you can change the digits. If you see the correct number being displayed activate 'Mode' to proceed. A '0' can be entered the easiest by activating 'Mode' without activating 'Up' or 'Down' before.

Code? OK
44232502◆

The activation code, which has also eight digits, has been accepted und the device is unlocked. No more warning message will be displayed any more until the next occurrence.

Code? X
5423250200◆

A wrong activation code has been entered and the code was not accepted. Switch off the G-Flame and repeat the procedure.

10.2 The Error Message 'ATTENTION! Flame Sensor ERROR'.

The flame sensor incorrectly reports a flame although no flame generation is taking place. Please contact us when this error message is displayed in order to perform an error analysis.

10.3 The Error Message 'Radio Module not detected'

The radio option was activated in the menu of the device, but no radio module was detected. Please check the correct installation of the Advanced radio module as described in item 'Software installation of the Advanced radio module'. If this error message occurs again, please contact us to perform an error analysis.

10.4 The Error Message 'Memory error!'

The device has detected an implausible value in the non-volatile data memory, which is why safe operation cannot be guaranteed. Immediately after this error message is displayed, the device is reset

to factory settings. In any case, please check all relevant settings and make corrections if necessary to bring the device back to an operational state. Then test the device for correct function.

NOTICE	Memory error and reset to factory defaults Error message: 'Memory error! Call support!' If the device was equipped with an Advanced Radio Module, it can only be reactivated with telephone support and during business hours by our support team. Please follow the steps under 'Software installation of the Advanced wireless module'.
---------------	---

The repeated display of this error message indicates a defective memory chip. Please contact us to discuss the further procedure.

10.5 The Error Message 'Device Locked'

Implausible values have repeatedly been detected in the non-volatile data memory. This indicates a defective memory, which is why the device is permanently locked for safety reasons. This is necessary to avoid unplanned flame effects or general malfunctions. Please contact our support.

10.6 The message 'Memory Maintenance'

After every 50th switch-on of the device, a so-called memory maintenance is performed to ensure correct functioning of the device even after many years. Please wait until the progress indicator shows 100% and do not switch off the device under any circumstances. After that, the startup process will continue as usual.

11 Manual hardware checks with startup

Your device supports a series of hardware tests that you can call up conveniently via the menu. Thereby you have the possibility to check all safety relevant components separately for their correct function. To call up the menu, activate 'Mode' when the device is switched off and switch the device on. Activate 'Mode' until the following display appears.

11.1 Checking the fuel valves for correct function

Your unit has two fuel valves connected in series. You have the option of controlling both fuel valves separately from each other, for example, to check the pipe system for leaks using a gas leak detector.

Magnetic Valve 1
Closed

Activate 'Up' to open the first fuel valve.

Magnetic Valve 1
open 04:59

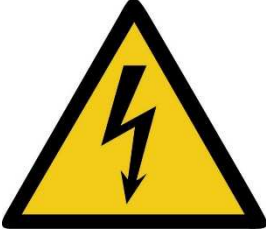
As soon as the fuel valve has been opened, you will see the display opposite. You can now close the fuel valve immediately by activating 'Down', or you can wait for the countdown until it closes automatically. You can reset the countdown to the start time of 05:00 minutes at any time by activating "Up" again.

To end the test of the first fuel valve, activate 'Mode'. You will now be taken to the next screen to control the second fuel valve. The menu navigation is identical to that for the first fuel valve. Activate 'Mode' again to end the test.

TIPP	As soon as the first fuel valve is opened, a small amount of gas accumulates in the line system when the gas supply is connected. When the second fuel valve is opened, this small amount of gas can escape from the system again. Therefore, wait sufficiently long before carrying out a check with the gas leak detector to avoid incorrect measurements.
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11.2 Checking the ignition spark generator for correct function

As soon as you have finished the test of the second fuel valve with 'Mode', the menu for testing the ignition spark generator is displayed.

WARNING  2.3.3	High ignition voltage For the operation of the ionization measurement and the electrical ignition of the fuel, very high voltages are generated in the device, which can be life-threatening. Therefore, always operate the unit with the cover panel closed and never reach into the interior of the unit or into the ignition electrodes or electrode cage during operation. The electrode for ionization measurement is live while the fuel valves are open. However, a current limiter in the unit prevents any danger from arising.
--	--

Test Spark:
Off

Activate 'Up' to generate the ignition spark.

Test Spark:
On: 2 Seconds

The ignition spark is now generated for two seconds. During this time, you can hear a distinct buzzing sound, as well as see an ignition spark in the electrode cage.

If you do not get audible or visual feedback, start the test again from the beginning. If this test also fails, a defect must be assumed. In this case, please contact us in order to carry out a fault analysis.

Press 'Mode' to initiate the test menu and continue the startup process.

12 Battery monitoring and warning message 'deep discharge' after powering up the device

The rechargeable battery is monitored during operation. If the battery is being deeply discharged while the device is in receiving mode or ready to fire mode this event is stored in the memory of the device and each time when you switch on the G-Flame you will see a warning message.

TIP	Deep discharges can only be detected if the device is in receiving mode or respectively in ready to fire mode.
------------	--

In case of a deeply discharged battery you see e.g. this being displayed and during that an acoustic signal will be given:

Batt. 1x deeply
discharged

The number of deep discharges is being displayed here. The safety will be automatically started after five seconds.

In such cases we recommend to do a battery capacity measurement occasionally to determine if the battery has probably been damaged. Please refer to the menu item 'Start Battery Measurement?'. Please note that deep discharges in general lead to a reduced life time of the batteries.

If the battery shows bad capacity results you can order a new battery at all times from us and replace it yourself.

If you have replaced the battery yourselves you also can reset the warning message described above. Please read below how to achieve this.

12.1 Resetting the acoustic warning message 'Battery deeply discharged'

AF-Reset?	Yes
	No

To deactivate the warning tone, please call up the adjacent menu item, which appears in the last position in the main menu.

Code?
↓

If you have not previously defined your own code to reset the AF counter, now enter code 1248 to reset the counter.

12.2 Resetting the optical warning message 'Battery deeply discharged'

You can reset this warning message yourself after installing a new battery. You will need a PFC Advanced for this. To reset the warning message, please contact our support who will assist you with this process.

13 Safety timer

The safety timer will be started every time when the device is powered up and after exiting the menu.

Safety Timer
Armend in: 15s

The timer counts down 15 seconds.

The purpose of the safety timer is that the user can step back from the device before a flame effect can be initiated.

The safety timer will be started no matter which control method has been selected.

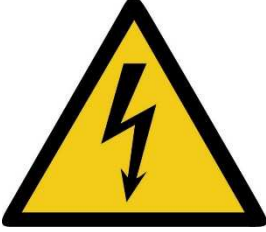
TIP

While the safety timer is counting down you can terminate the sequence and directly invoke the menu by activating 'Mode'.

14 The warning LED 'Attention armed'

On one side of the housing where also the display and the connectors can be found there is also a warning indicator in the shape of an exclamation mark.

This warning LED should alert people in the surroundings of installed devices that flame effects will be possibly initiated.

WARNING  2.3.3	High ignition voltage For the operation of the ionization measurement and the electrical ignition of the fuel, very high voltages are generated in the device, which can be life-threatening. Therefore, always operate the unit with the cover panel closed and never reach into the interior of the unit or into the ignition electrodes or electrode cage during operation. The electrode for ionization measurement is live while the fuel valves are open. However, a current limiter in the unit prevents any danger from arising.
--	---

In general, this warning can be enabled or disabled in the menu of the device depending on whether this function is desired or not.

Under which circumstances the warning will be displayed depends on the settings you have chosen and various operation modes, providing that the warning LED has been activated in the menu:

Selected input	Warning while the safety timer is counting down	Warning while the device is in receiving mode or respectively ready to fire mode
Firing key	Yes	Yes, continuously
12-24V	Yes	Ja, continuously
DMX512	Yes	As soon as the safety channel is received with values between 60% and 80%.
Serial data cable (RS485 of the PFC)	No	As soon as the controller's command 'Firing mode armed' has been received until the command 'Firing mode disarmed' is being received.
Wireless (PFC or PFS)	No	As soon as the controller's command 'Firing mode armed' has been received until the command 'Firing mode disarmed' is being received.

TIP	When using a Galaxis controller for the correct function of the warning LED it is required that the firing mode is disarmed when the G-Flame is put into operation. Furthermore, the G-Flames must be within radio range of the transmitter. On the edge of the coverage area or if radio interferences are disturbing the transmission it can absolutely happen that some commands are received and others are not. This applies also for the display of the warning. Due to that you should take care for good range and operating conditions so that the warning signal will be displayed reliably.
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15 The LED indicators

This section describes the LED indicators which can be found right above the display:

15.1.1 The LED 'Operation' (blue)

This blue LED displays the operating mode. While the safety timer is counting down or the device is in the menu this LED is continuously on. In this case no flame effect can be initiated.

If the device is in receiving mode or ready to fire mode this LED is flashing. Only if this is the case a flame effect can be generated.

15.1.2 The LED 'Flame' (yellow)

This yellow LED goes on as soon as the electromagnetic fuel valves are opened.

If the Advanced wireless module is installed you can program step delays and so called atomic effects in the menu of the device or remotely via the wireless link.

If an atomic effect has been initiated the LED goes on as soon as the electromagnetic valves are opening and not when the delayed ignition happens.

When a step delay has been programmed and the firing command for this is being received by the device this LED starts to flash until the electromagnetic valves are opened. During a flame effect this LED is continuously on.

15.1.3 The LED 'Charging' (green)

This green LED is on as soon as the charging voltage is present and the battery is being charged. With this indicator you can check if the charger is functioning properly. If the battery was completely discharged it takes up to 30h for a full charge.

15.1.4 The LED 'Low Battery' (red)

This LED starts to flash in red color in the receiving mode or respectively ready to fire mode if the internal battery has been discharged below 30% and together with the flashes you will hear an acoustic warning signal if the loudspeaker has been enabled. In such a case you should connect the charger soon in order to charge the battery completely again. A full charge takes up to 30 h.

15.1.5 Functional check of the LEDs

Immediately after powering up the device a function test of the LEDs is performed. First the LED 'Operation' goes on for one second, followed by the LED 'Flame' and the LED 'Low Battery' while the start messages are being displayed.

The LED 'Charging' can only be supplied by the charging unit and due to that this LED stays inactive during the LED test sequence.

16 The menu

Certain menu functions of the G-Flame are depending on the selected control method. In this chapter we will first explain the standard menu with all standard menu items. The control variants 'Firing key' and '12-24V' will be described. Later the menu items of the other control methods will be explained.

16.1 Standard menu items

16.1.1 The menu item 'Language'

Sprache/Language
English

Here you can select the language of the menu and all display texts of the receiving mode or respectively the ready to fire mode.

16.1.2 The menu item 'Change AF-Reset-Code?'

Change AF-	Yes
Reset Code?	No

If the device's battery has had a deep discharge in the past and a user-defined reset code has not yet been set, the menu item opposite appears.

Code?
◆

After previously confirming 'Yes', the adjacent screen appears. You can define a user-defined, four-digit code here for resetting the audible battery error warning message.

Resetting the battery error warning message is explained in the section 'Resetting the acoustic warning message 'Deep discharge' and 'Resetting the visual warning message 'Deep discharge'.

16.1.3 The menu item 'Accumulator capacity'

You see e.g. this result in the display:

Accumulator	
Capacity:	95%

In this example the remaining charging level is 95%. If the value decreases below 30% the charging reserve is being touched. If the battery is being discharged to 0% damages due to deep discharging are possible.

TIP

The display of the accumulator capacity is related to an ambient temperature of 20°C. A fully charged battery could also lead to a reading of e.g. 80% if the temperature is very low.

TIP

The result of this menu item can also be displayed at the controller PFC Advanced by using the function 'Remote data request', provided that the Advanced wireless module has been installed.

No result regarding the accumulator capacity can be acquired as long as the battery is being charged. In this case you will see the following information in the display:

The accumulator
is being charged

The results may be higher directly after charging. We recommend to wait an operation time of approx. 10 minutes to gain realistic results.

16.1.4 The menu item 'Accumulator power'

By activating 'Mode' you will proceed in the menu and see e.g. this text in the display:

Accumulator
Power: 99%

To get information regarding the battery power it is discharged with a very high current for a short period of time. The device is analyzing the voltage drop and recovery during this process and is then able to compare the results in relation to an optimum value. The measured parameter is the capability of delivering high current that can decrease during the chemical aging process of the battery. A fully charged battery should have a result of at least 60%.

TIP

The result of this menu item can also be displayed at the controller PFC Advanced by using the function 'Remote data request', provided that the Advanced wireless module has been installed.

16.1.5 The menu item 'Input'

In this menu item you can select one of the following control methods by activating 'Up' and 'Down':

Input: Firing
Key (Contact)

Direct control input by using a firing key or any other potential-free electrical contact.

Input: 12-24V

Direct control input for voltages.

Input: DMX512

DMX512; later you will be able to switch on the power supply for wireless DMX pens if you want to use this technology.

Input: Cable
(RS485 of PFC)

This option is only being displayed if the Advanced wireless module has been installed. Use this selection if you want to use the G-Flame in conjunction with a PFC Advanced and if serial data cables should be used for the communication. 'RS485' is the cable interface of the controller PFC Advanced. RS485 is the name of the technical standard of the interface being used here for the serial data communication between devices on data cables.

Input: Wireless
(PFC or PFS)

This option is only being displayed if the Advanced wireless module has been installed. Use this selection if you want to use the G-Flame in conjunction with a PFC Advanced, PFS Profi or a PFS Profi or the wireless USB modem PFM Advanced and if the wireless link should be used.

The result of this menu item can also be displayed at the controller PFC Advanced by using the function 'Remote data request', provided that the Advanced wireless module has been installed.

TIP

The feedback information during remote data requests and programming will always be sent on both data exchange carriers: by radio signal and on the cable. You may select which way you want to use for the feedback in the menu of the controller PFC.

For the explanations given hereafter we assume that either 'Firing Key' or '12-24V' has been selected as control method.

16.1.6 The menu item '45° Tilt Switch'

In this menu item you can determine if the flame effect should be terminated or if the fuel valves should remain closed if the G-Flame is tilted by more than 45°.

45° Tilt Switch:
On

The shutoff of the flame effect and the inhibition of the fuel valves if the tilt angle is too is enabled.

45° Tilt Switch:
Off

The status of the tilt switch will be ignored. Use this selection only if you want to operate the G-Flame with a tilt angle of more than 30°.

TIP

The tilt switch is a mechanical component. Strong vibrations or accelerations on the vertical axis may cause the tilt switch to respond even though that the device is standing upright. In these exceptional cases it can be meaningful to disable the tilt switch.

16.1.7 The menu item 'Flame monitoring'

Right next to the electrodes for the ignition of the flame another electrode has been installed which is used to measure the ionization of the flame. A flame is so to speak electrically conductive and this physical phenomenon is utilized by the electronic circuits of the G-Flame to detect if the flame is burning or not.

Flame
monitoring: On

Here the shutoff of the flame effect and of the fuel valves if the flame is not burning is enabled. If no flame is detected for more than one second the valves are closed automatically. The device is terminating the fuel supply for this firing command.

Flame
monitoring: Off

With this setting the results of the ionization measurement will be ignored.

TIP

With every new firing command another attempt will be made to ignite the flame and in this process the fuel valves will be opened for a maximum time of one second. If no flame can be ignited several times one after another you should disable the G-Flame for the reasons of safety either by using the emergency-off input or the hazard zones (Advanced wireless module required for this) to prevent that an unnecessary amount of unburned fuel is set free.

TIP

For the reasons of safety, you should generally enable the ionization measurement.

WARNING



2.3.2

Ignition failure

The ejected gas stream does not ignite.

- Make sure that the required safety distance to persons is maintained.
- Minimize the presence in the danger zone.
- Activate the flame monitoring system.
- Never keep body parts above the combustion chamber at any time.
- Follow all safety instructions and regulations at all times.

16.1.8 The menu item 'Flame Quota'

In this menu item, you can define a quota that specifies how long the flame may burn in total before it switches off or is prevented from firing again. As soon as the quota has expired, it can be reset at the PFC via range test on channel 777. When the device is switched on again, the quota is reset to the duration set in the menu, i.e. there is no permanent memory storage of a quota that has already started.

Flame Quota:
---s ⬆

In this screen view, the flame quota has been deactivated, so firing without time restrictions is possible. You can increase the quota in 0.1s steps, up to a maximum of 9.9 seconds.

Flame Quota
Exceeded!

As soon as the quota is exceeded, the adjacent screen appears.

Flame Quota
Reset!

Immediately after resetting the quota on the PFC, this is confirmed with the adjacent screen.

16.1.9 The menu item 'Number of Allowed Misfirings'

This menu item is only displayed if flame monitoring has been activated in the menu.

No. of Allowed
Misfirings - ⬇

When flame monitoring is activated, it is possible to have the unit automatically lock itself out after a certain number of misfires.

A misfire is considered as such if a flame should be ignited for at least one second, but the flame sensor does not detect a flame because, for example, the gas supply has been shut off.

Firing Stopped
Misf. Exceeded

If the set number of misfires is reached, the screen on the left is displayed each time the unit is triggered. In this case, no ignition takes place for the remaining operating time of the device. To reset the message, the device must be restarted via the On/Off switch.

16.1.10 The menu item 'Acoustic Signals'

This menu item switches the acoustic signals of the device on or off. Beep tones etc. may be disturbing on theatre stages and in this case, it is meaningful to disable the sounds. Please note that there will be no acoustic signals at all if the sounds are turned off, even no warning signal if the battery needs recharging.

Acoustic
Signals: On

In this example the acoustic signals are enabled.

16.1.11 The menu item 'LCD Backlight'

This text for example is being displayed:

LCD Backlight:
auto & dimmed

The display backlight is turned on automatically as soon as the menu is called up or messages are being displayed. The display is illuminated slightly (dimmed) in all other cases. That enables you to read the display content in darkness without any further action required. The power consumption for this slight permanent illumination is negligible.

LCD Backlight: auto & off

If you choose this setting the display backlight is completely turned off as soon as the device is not in the menu or if there is no message. This is preferable in some applications where the slight illumination of the display could be disturbing.

LCD Backlight: always off

With this setting the display backlight is off all the time.

16.1.12 The menu item 'Warning LED'

In this menu item the following options can be selected:

Warning LED (!): On

The warning LED is switched on. When a warning signal will be given is explained in detail in the chapter 'The warning LED 'Attention armed' '.

Warning LED (!): Off

No warning signal will occur.

16.1.13 The menu item 'Battery measurement'

This additional feature is used for measuring the capacity.

The menu items accumulator capacity and accumulator power measure very quickly the actual charging level of the battery and the ability of the battery to deliver current. Basically, the battery voltage is being monitored for these measurements.

The amount of energy an accumulator can store is decreasing during the aging process. Many factors affect this deterioration such as the chemical aging process itself, the storage temperature, the number and deepness of discharge cycles.

Possibly the amount of energy the battery can store is much less after some years of ageing than it was initially. However, the battery will show high results as a percentage value after charging due to the fact that the off-load voltage is still high. In principle the percentage value refers always to the amount of energy which can be stored in the particular battery. The loss in capacity becomes noticeable only in a shorter operation time. The test results in the menu are falling faster accordingly.

To measure the accumulator capacity precisely it was necessary to send the device to the manufacturer for an accurate battery test procedure. With this useful function you can do this battery measurement with precise capacity metering yourself at the device. In the end the result is being displayed in mAh and as a percentage value by which you can easily decide if the battery needs to be replaced.

Including a full charge before and after the discharge cycle this procedure requires approx. three days.

Proceed this way to perform an accumulator capacity measurement:

Position the device evenly and connect the supplied charging unit. Establish a reliable power supply for the charging unit. Power failures should be avoided. In this case the test sequence will be cancelled to prevent deep discharges and the risk of damaged batteries which could occur in this situation. The ambient room temperature should be between 15 and 25 °C.

Invoke this menu item. You will see the following on the screen:

Start Batt. Yes
Measurem.? No

You can start the test sequence by activating 'Up'. You will skip this menu item with 'Mode' or 'Down'.

Please connect
charging unit!

After starting the test sequence, the device checks if the charging unit is supplying charging current. You will see this message if the charger is not yet connected or if the charger has no mains supply. Establish proper charging now and remain the charger connected permanently.

Warning:
Speaker disabled

If the loudspeaker is deactivated, you will see this display. We strongly recommend that you only perform the battery measurement with the loudspeaker switched on, so that you are alerted if a prolonged power failure occurs, because in such a case there is a possibility that the battery will be damaged by a deep discharge!

1. Charging
30:00 h remain

After starting the sequence this is being displayed. Before the discharge cycle (measurement) it is essential that the battery is fully charged otherwise the result would be incorrect. The device will charge the battery for 30 h to ensure that even a completely discharged battery will be fully charged. The remaining time is being displayed continuously. You can skip the initial charging process by activating 'Mode' in order to save time. You should not do this if you are not completely sure that the device's battery has been charged continuously before for at least 30 h.

2. Discharging
13.1V 0 mAh

Subsequently the battery is being discharged and the amount of energy which is drawn is being measured.

After some time e.g.:

2. Discharging
12.4V 617 mAh

The current battery voltage and the capacity in mAh which has been drawn so far is being displayed for your information. This process lasts until the final discharge voltage is reached. If necessary, you can cancel the test by activating 'Mode' for a longer time. After cancelling make sure that the device is charged for a sufficient period of time before using it again.

After the discharging process a final charging process is following. E.g. these messages are being displayed alternately:

3. Charging
29:10 h remain

Here you are informed about the remaining duration of the charging process. Again 30 h are required in total.

3. Charging
12.0V 6.513 mAh

In the lower line next to the current battery voltage the capacity in mAh which has been discharged during the measurement is being displayed.

You may also terminate the final charging process by activating 'Mode'. In this case you are responsible that the battery is being charged sufficiently afterwards. You will directly enter the receiving mode or respectively ready to fire mode.

If the sequence is not cancelled you will see e.g. this being displayed:

4. Finished
93% 6.513 mAh

The test result as a percentage value and the capacity in mAh which has been measured during discharging is being displayed in the bottom line. In addition an acoustic signal is audible which should inform you that the test is finished.

The percentage value should help you to interpret the test result correctly. 100% represent 7,000 mAh, this is the nominal capacity of the battery being used. Results over 100% are possible, too.

If the battery reaches more than 75% (more than 5,250 mAh) it is fairly good. If the result is ranging between 60 and 75% (between 4,200 und 5,250 mAh) the battery should be replaced soon. If the result is less than 60% the battery should be replaced urgently.

TIP

You as the operator can easily replace the battery.

Normally operation is still possible if the battery shows a bad result. A low capacity leads to a shorter operation time. In some cases also the maximum current that can be drawn from the battery can be reduced if the inner resistance of the battery has risen. Before using the device again you should also observe the parameter 'Accumulator Power' in the menu.

It is making sense to test the accumulator regularly. We recommend to do this at least twice a year but not more than four times a year. Due to the fact that the measurement is a full discharge cycle batteries that have become inactive will be refreshed. Several measurements one after another can definitely lead to an enhancement in battery performance and increased capacity.

If the test cycle is conducted too often the negative effect of an accelerated ageing is rather likely to occur.

There are two possibilities why a measurement has been cancelled:

Terminated: no
charging voltage

The charging voltage was interrupted for an unacceptably long time. To avoid damages the device cancelled the test. Maybe the charger has been disconnected or a power failure of the mains supply occurred. Establish the power supply and start the test sequence again. If your mains supply is unreliable it is recommended to use an UPS (= Uninterruptible Power Supply).

Terminated by
user

Somebody cancelled the test before a result was gained.

If a power failure of the charging voltage occurs during charging or discharging you will hear an acoustic signal in the first instance. When the interruption lasts for too long the device terminates the measurement to avoid damages. If no UPS (= Uninterruptible Power Supply) is being used you should check once in a while if everything is OK.

16.2 Menu items if DMX512 has been selected as an input

The following menu items are only being displayed if DMX has been selected as the input.

16.2.1 The menu item 'Flame Channel'

Flame Channel:
001♦

With 'Up' and 'Down' you can select a DMX channel ranging from 1 to 512 which should be used to control the flame effect. Confirm your selecting with 'Mode'.

The functionality is described in detail in the chapters 'The DMX512 input' and 'Control via DMX512'.

16.2.2 The menu item 'Safety Channel'

In addition to the flame channel a so-called safety channel must be programmed.

Safety Channel:
013♦ 60-80% = ✓

With 'Up' and 'Down' you can select a DMX channel ranging from 1 to 512 which should be used as the safety channel. Confirm your selection with 'Mode'. If you have for example 12 G-Flames in use it is meaningful to use

the DMX channel 1 to 12 as control channels and the next DMX channel, in this case 13, as a safety channel on all devices.

After the DMX channel has been selected, the value range for the dimmer value for the safety channel is now defined. The following configurations are available for selection:

Safety range:	30-50%	40-60%	50-70%	60-80%	70-90%
Dimmer value decimal:	76-120	102-153	127-178	153-204	178-229

For the respective set safety range, corresponding dimmer values must be transmitted within the defined range so that a flame effect can be triggered.

The functionality is described in detail in the chapters 'The DMX512 input' and 'Control via DMX512'.

It is not permitted to use the same channel number for the flame and the safety channel. In this case the following will be displayed on the LCD:

Identical DMX
Channels!

This screen is being displayed for some seconds. After that the device jumps back to the menu item 'Flame Channel' so that different channels can be programmed.

You can only exit the menu if different channels have been selected.

16.2.3 The menu item 'Power Supply for Wi-DMX'

Frequently the autarkic operation is an important aspect in the practical usage of the G-Flame. Besides the Advanced wireless module which enables the wireless communication between the device and a Galaxis controller you may also use wireless DMX solutions, either as an additional option or exclusively.

Here, it is a major disadvantage if DMX receivers as a desktop device offer wireless communication but require first of all a wall power supply and mains power and secondly a cable connection to the G-Flame in order to feed in the DMX signal.

Due to that various manufacturers offer wireless DMX Pens, which can simply directly be plugged into the jacks for the DMX signal. The G-Flame has been equipped with the necessary hardware to supply power to these DMX Pens so that no additional source of power is required and autarkic operation becomes possible also this way.

With this menu item you can switch the power supply for these DMX Pens either on or off:

Power Supply for
Wi-DMX: Off

There is no voltage output with this setting.

Power Supply for
Wi-DMX: On

With this setting +5VDC on Pin4 and ground (0V) on Pin5 will be applied.

All DMX Pens can be used that need a supply voltage of 5V and not more than 700 mA.

TIP

The DMX Pens offered on the market have a rather high-power consumption compared to the electronic circuits of the G-Flame. Therefore, if this technology is being used the operation time is reduced from usually 60 h to approx. 10 h.

TIP

For best reception during wireless DMX operation you should not directly plug in the DMX Pens and respectively this is maybe even not possible in certain circumstances. Instead use a short DMX cable to operate the DMX pens in some distance. You can for example use some gaffa tape to fix the DMX Pens on the side of the housing so that the antenna is pointing upwards and reception is not impaired.

16.2.4 The menu item 'Max. Flame Duration'

Maximum Flame
Duration: ▾

For special applications or for safety reasons, it may be necessary to be able to limit the time of the flame duration in DMX mode. In this case, the flame goes out after the time preset in the menu. To be able to trigger a new ignition, the dimmer value in the flame channel must be set to 0%.

16.3 Menu items if the Advanced wireless module has been installed and 'Cable (RS485 of PFC)' or 'Wireless (PFC or PFS)' has been selected as control method

The following menu items appear only if the Advanced wireless module has been installed and 'Cable (RS485 of PFC)' or 'Wireless (PFC or PFS)' has been selected as control method.

16.3.1 The menu item 'RF Channel' (i.e. frequency selection)

This menu item enables the user to determine which radio channel (RF = Radio Frequency) is being used by the device. You can choose from 70 different frequencies (channel 0 to 69). The particular frequency is being displayed in the bottom line.

RF Channel: 69 ▾
= 434.775 MHz

If you are changing the RF channel you will have to program all other devices to the new RF channel to ensure proper radio communication.

WARNING  2.3.11	Unintentional triggering of flame effects when splitting a Galaxis firing system into two or more systems Simultaneous operation of systems that vary only in terms of different radio channels bear a safety risk. If you split your Galaxis firing system into two or more systems: • Make sure that you have assigned different system IDs to the firing systems.
---	--

16.3.2 The menu item 'Interfering Signal'

This is the next menu item. You may see this being displayed:

Interfering
Signal: 5%

The device is measuring and displaying the signal strength on the used radio frequency permanently as long as this menu item is present.

Normally this function is used to find out the cause of a radio interference. Values below 15% are uncritical. If the radio channel is busy you can select another frequency. Please see the section 'RF Channel' in this manual for further information.

TIP	The result of this menu item can also be displayed at the controller PFC Advanced by using the function 'Remote data request'.
------------	---

TIP

You can use this menu item for a range test, too. Activate the firing mode at your controller PFS Profi, PFS Pocket or PFC Advanced. The device is now measuring the signal strength of your controller. By changing the location of the G-Flame you can try to find out which installation is best. You should definitely switch off the firing mode before you quit the menu and always make sure that there is no unintended activation of the firing button at the controller during the range test.

16.3.3 The menu item 'Last Range Test Result'

You will enter this menu item with another activation of 'Mode'. This function is mainly intended for users who are operating the transmitter PFS Profi or PFS Pocket. The new controller PFC Advanced is now offering the comfort of requesting the result of the range test remotely as well as the PFM Advanced USB Modem.

This function comes in handy if you do the set-up of the system without a helping person. After starting a range test at the transmitter, the G-Flames are displaying the results for approx. 10 seconds. Within this short period of time you cannot check the results of many different devices all over the place. This function enables you to ease this task.

Proceed this way:

- Switch on the G-Flames and start a range test at the controller.
- Go to each device, step through the menu and read the result which is being displayed under 'Last range test result'. This value has been displayed during the test.
- You can do another test if you like after reading all results.

Last Range Test
Result: ?%

This means that there is no result stored in the memory of the device. There are several possibilities: Maybe no range test was made so far or the device was not within the radio coverage area. Another reason could be that the result has just been cleared by invoking this menu item before.

Last Range Test
Result: 65%

In this example the signal level was 65%. Values below 30% are critical.

TIP

The result is being cleared after stepping through the menu to ensure that the same result is not being displayed again after the next range test although the G-Flame is possibly out of reach. If you are using this function it is essential to read all the old results before starting a new test to make sure that they are all being cleared!

16.3.4 The menu item 'Device ID Number'

Dev. ID No. for
bidir. Comm.: -

This is the next menu item in the menu. A device ID number ranging from 1 to 999 can be programmed here. The device ID number is used as an identification address during bi-directional remote access. If no device ID number has been programmed the G-Flame cannot be accessed from the controller PFC during remote data requests and programming. Normally the devices are programmed with ID numbers in consecutive order. It is not allowed to program the same ID number to more than one device.

16.3.5 The menu item 'Determine Hazard Zone'

Determine
Hazard Zone: A✓

Here you can change the hazard zone of the G-Flame. The default setting zone is hazard zone A. The check symbol indicated that the hazard zone is active, i.e. the G-Flame processes firing commands and generates flames according to the cue programming.

Determine
Hazard Zone: E✓

You may use up to 16 different hazard zone. These hazard zones are represented by the letters A to P. In this example the G-Flame has been assigned to the hazard zone E.

TIP

If you change the hazard zone in the menu the status is 'active' by default. Thus, firing commands will be processed and flame effects will be generated. If a specific hazard zone has been deactivated and you select another zone in the menu for the time being and then select the previous hazard zone this zone will be activated by doing so. The 16 hazard zones can be deactivated and also activated again according to your requirements in the manual and automatic firing mode of the controller PFC Advanced. For this please read the user manual of the controller PFC Advanced.

The hazard zone which is currently assigned to the device and its status is being displayed in the receiving mode. You see e.g. this being displayed on the G-Flame's LCD:

Firing Mode: Off
Hazard Zone: G✓

In this example the hazard zone 'G' has been assigned to device. The hazard zone is active.

Firing Mode: Off
Hazard Zone: Gx

The symbol 'X' right next to the hazard zone indicates that this hazard zone has been deactivated. Flame effects are suppressed until this hazard zone is activated again.

TIP

The status of the device's hazard zone is always active after switching the G-Flame on. Due to that firing commands will be allowed. We assume that all hazard zones should be active after powering all devices up so that only those hazard zones need to be deactivated which bear a risk in terms of safety.

TIP

When you enable or disable hazard zones at the controller the G-Flame displays the current status of the hazard zone right after receiving the command if this hazard zone has been assigned to this device. The display backlight is activated also to show that the device has received the command. This is useful if you want to test if the G-Flames respond to the hazard zone commands.

16.3.6 The menu item 'Terminal Programming'

According to the similarities between the G-Flame and the Galaxis Advanced receivers we also speak of a Terminal programming when operating the G-Flame. Terminal programming means that several firing cues are programmed to a specific output and different durations can be defined in doing so. In principle the G-Flame is an Advanced receiver with a single output. Consequently user-defined flame effects like various flame balls or flame columns can be generated again and again during a show.

TIP

In this section the programming of the Terminal function in the menu of the G-Flame is explained. Please note in this context that all these parameters can also be programmed remotely - which is very convenient - by using either the controller PFC Advanced or any PC or notebook computer via the wireless USB modem PFM Advanced.

16.3.6.1 Overview regarding the parameters of the Terminal programming

The following parameters can be programmed at the G-Flame for each firing cue (1...999):

Parameter name	Range of values	Resolution
Duration	0.1 ... 25.0 seconds	0.1 seconds
Step Delay	0.00 ... 99.99 seconds	0.01 seconds = 10 ms
Atomic Effect	0.0 ... 0.7 seconds	0.1 seconds

The parameter 'Duration' determines how long the fuel valves will be opened. Shorter values for the duration create flame balls, longer values create flame columns.

With the parameter 'Step Delay' time delays are programmed. By doing so the most extreme step sequences can be achieved. The high resolution of only 10 ms enables the user to create extremely fast step chases and dynamic changes in the stepping speed. The functionality is identical with the receiver PFE Advanced 10/100 outputs and in the user manual of this device the application of the step function is described in detail.

The parameter 'Atomic Effect' is a special effect. It is a delay of the electrical ignition which takes place after the fuel valves have been opened. The longer this delay is the more unburned fuel is accumulating above the burning chamber. In the moment of the ignition the amount of fuel in the air is much higher and a nice flame ball similar to an atomic explosion with swirling turbulences is being created. In this context you should be informed that the maximum delay for the atomic effect is 0.7 seconds. Furthermore, the programmed duration must be at least 0.1 seconds longer than the atomic effect delay. The firmware of the G-Flame and of the PFC Advanced prohibits that improper values are programmed for these parameters.

TIP

It can be also appealing to use the atomic effect in conjunction with flame columns which last several seconds to enhance the impression of the whole effect.

16.3.6.2 The selection menu of the Terminal programming

By activating 'Up' and 'Down' you may choose between the following options:

Terminalprogr.:
Keep up & Exit

Terminalprogr.:
Edit

Terminalprogr.:
Delete

16.3.6.3 The menu item 'Terminal programming: Keep up & Exit'

Terminalprogr.:
Keep up & Exit

If you activate 'Mode' here you quit the menu of the terminal function without having changed any parameter. Use this selection also if you want to exit the menu of the terminal function after having made another selection before, for example after having entered a programming.

16.3.6.4 The menu item 'Terminal programming: Edit'

Terminalprogr.:
Edit

If you activate 'Mode' here you will enter the menu for editing the terminal function.

C: 1↕ T: ---s
D: 0.00s A:---

'C' stands for 'Cue', which is the firing channel.
'T' is the parameter duration ('T' for lat. tempus).
'D' stands for 'Delay', which is the step delay.
'A' stands for 'Atomic effect'.

After invoking this edit menu firing cue 1 is pre-selected. The double-headed arrow indicates which parameter can be currently changed with 'Up' and 'Down'. After deletion of the memory no durations are programmed at all. In this case '---' is being displayed for the duration and the atomic effect. '0.00' is being displayed as a step delay.

If '---' is being displayed for the duration, this means that for this firing cue no flame will be generated by this device.

Programming example:

- Firing cue 4 should generate a short flame ball with a duration of 0.3 seconds
- With cue 7 a flame column with a duration of 4.2 seconds should appear.
- Cue 12 should generate an atomic effect with a duration of 0.9 seconds and an atomic effect delay of 0.7 seconds.
- Cue 17 should trigger a short flame ball with a duration of 0.5 seconds and an atomic effect delay of 0.4 seconds. This flame effect is part of a step sequence and due to that a step delay of 1.47 seconds should be counted down before the effect will be generated.

C: 4↕ T: ---s
D: 0.00s A:---

As long as the double-headed arrow is being displayed next to the cue number you can select the cue, in this example cue 4, which should be assigned with a flame effect by activating 'Up' and 'Down'.

C: 4↕ T: ---s
D: 0.00s A:---

With each short activation of 'Mode' the double-headed arrow jumps to the next parameter. You have to activate 'Mode' once for a short time to determine the firing duration.

C: 4 T: ---s↕
D: 0.00s A:---

Now you can enter the duration for this firing cue by activating 'Up' and 'Down'.

C: 4 T: 0.3s↕
D: 0.00s A:---

According to the programming example 0.3 seconds have been entered.

C: 5↕ T: ---s
D: 0.00s A:---

Activate 'Mode' three times for a short period to skip the parameters atomic effect and step delay. Then you will have the opportunity to edit the programming of the next cue. If the double-headed arrow jumps to the cue number again the cue number will be incremented automatically.

C: 7↕ T: ---s
D: 0.00s A:---

Select cue number 7 by activating 'Up' two times for a short period.

C: 7 T: 4.2s↕
D: 0.00s A:---

Jump to the parameter duration by activating 'Mode' once for a short period and enter the value 4.2 seconds with 'Up' and 'Down'.

C: 12↕ T: ---s
D: 0.00s A:---

Skip the parameters atomic effect and step delay and select 12 as firing cue in order to proceed with the entries for this cue.

C: 12 T: 0.9s↕
D: 0.00s A:---

Enter the duration how long the valves will be opened, in this case 0.9 seconds.

```
C: 12   T: 0.9s
D: 0.00s A:0.6
```

Right after that you can enter the ignition delay (atomic effect) which is in this case 0.6 seconds. This parameter can be edited in the range of 0.0 to 0.7 seconds. The effect duration must be at least 0.1 seconds longer than the ignition delay.

```
C: 13   T: ---s
D: 0.00s A:---
```

Activate 'Mode' two times for a short period to reach the parameter firing cue. The device increments the cue number automatically so that cue 13 is being displayed.

```
C: 17   T: ---s
D: 0.00s A:---
```

Select cue number 17 with 'Up' and 'Down'. The you program, as already described above, an effect duration of 0.5 seconds and an atomic effect of 0.4 seconds. Rotate through the edit menu with 'Mode' until you reach the parameter step delay.

```
C: 17   T: 0.5s
D: 0.00s A:0.4
```

Now enter the desired step delay by using 'Up' and 'Down'.

```
C: 17   T: 0.5s
D: 1.47s A:0.4
```

As soon as you are finished with your entries activate 'Mode' for a longer time to exit the edit menu.

```
Terminalprogr.:
Nicht ändern
```

Right after doing so the device returns to the submenu of the Terminal programming. With another activation of 'Mode' for a short period you will exit this submenu and reach the main menu.

TIP

By activating the magnetic sensor fields 'Up' and 'Down' for a longer time you can change the current parameter rapidly.

TIP

If you are using the atomic effect, which is also a firing delay, in a music synchronized show you have to take these delays into consideration during the design of the show. In principle this parameter must be handled like the rising time of a display shell. The particular cues must be fired earlier according to the atomic delay so that the flame effect will be synchronized with the music.

TIP

The parameters flame duration, atomic effect and step delay can also be programmed remotely, which is very convenient, either with the controller PFC Advanced or the Galaxis PYROTEC Composer software in conjunction with the wireless USB modem 'PFM Advanced'. Furthermore, you can and perform remote data request.

16.3.6.5 The menu item 'Terminal programming: Delete'

```
Terminalprogr.:
Delete
```

All possibly programmed durations (T), all atomic effects (A) and all step delays (D) in the memory of the G-Flame will be deleted with this function.

```
Are you      | Yes
sure?        | No
```

After activating 'Mode' this safety request is being displayed and you can start the deletion process with 'Up'.

```
The memory has
been deleted!
```

This message is being displayed after deleting the memory, which only takes a short moment. Subsequently the device return to the submenu of the terminal programming.

17 Receiving mode or respectively ready to fire mode

Right after switching on and after the safety timer has elapsed the device enters the receiving or respectively the ready to fire mode. Flame effects and bi-directional remote access functions are only possible in this operation mode. If wireless communications is being used we are speaking of receiving mode. Otherwise it is called ready to fire mode. Which information is being displayed in this mode is depending on the selected control method.

In the following chapter we will describe which messages are being displayed one after another. In general, first the selected control method is being displayed, followed by additional screens regarding the operation status and settings.

17.1 Displayed information during receiving mode or respectively ready to fire mode, that appears in all operation modes

17.1.1 Information which control method has been selected

Depending on the selected control variant one of the following screens is being displayed:

Input: Wireless
(PFC or PFS)

Input: Cable
(RS485 of PFC)

Input: Firing
Key (Contact)

Input: 12-24V

Input: DMX512
F:003_, S:012x

The programmed flame channel and safety channel is being displayed if DMX512 has been chosen as an input ('F' = Flame channel, 'S' = Safety channel).

In addition, the status of the safety channel or respectively of the DMX reception is being displayed. 'x' means that either no signal is being received or that the value of the safety channel is not within the previously configured range (= generation of flame effects is not enabled).

'✓' after the safety channel indicated that a DMX signal is being received and that a value within the previously configured range is being received for the safety channel (= device armed).

Input: DMX512
F:003°, S:012✓

This example shows the display content if the device is armed by the safety channel (noticeable by the '✓' after the safety channel) and if the flame channel has activated a flame effect (flame symbol next to the flame channel).

17.1.2 Tilt switch on/off and its status

Tilt Switch: On
Status: OK

In general, it is being displayed if the tilt switch has been enabled or not and the status of the tilt switch. The tilt switch is enabled in this example, i.e. the flame effect will be terminated if already in progress or flame effects will be disabled if the device is tilted by more than 45°. Status OK means that the G-Flame is not tilted by more than 45° and the generation of flame effects is enabled.

Tilt Switch: On
Status: >45°

Here the device is tilted by more than 45° and flame effects will be terminated if this condition is detected during a flame effect and the fuel valves will remain closed if the tilt angle is exceeded in the moment of triggering an effect.

Tilt Switch: Off
Status: >45°

The tilt switch has been turned off in the menu. The G-Flame will ignore a tilt angle of more than 45° and flames will be generated, no matter how much the device is being tilted.

17.1.3 Flame monitoring on/off

Flame
monitoring: On

Here the flame monitoring system has been deactivated in the menu. The device is measuring the ionization of the flame immediately after the beginning of the ignition phase to determine if the flame is really burning and if it has been completely ignited. If no flame is being detected for more than one second the fuel valves will be closed.

Flame
monitoring: Off

In this example the flame monitoring has been disabled in the menu of the device.

17.2 Display of special information and behavior of the device in the receiving mode or respectively ready to fire mode if 'Wireless (PFC or PFS)' or 'Cable (RS485 or PFC)' has been selected as control method

After the selected control method, the status of the tilt switch and the flame monitoring system will be displayed. Right after that the following screens will be visible:

17.2.1 Status information regarding firing mode and hazard zone

Firing Mode: Off
Hazard Zone: K✓

The status of the firing mode is being displayed (on or off). Please note in this context that the device is assuming that the firing mode is disarmed at the controller when being switched on. If the G-Flame is

powered after the firing mode has been armed 'off' will be displayed nevertheless. Furthermore, this wrong usage leads to the detection of a radio interference because the G-Flame interprets the signal of the controller as an interference. In addition, the hazard zone the device has been assigned to plus if this zone is active or not is being displayed ('✓' = active, 'x' = inactive). The hazard zone is active by default after powering up the device and must be deactivated by a command from the controller if necessary.

If the status of one of these parameters is changing the device immediately jumps to this screen and in addition the display backlight is switched on, if it has been enabled in the menu.

TIP

Every time the firing mode is turned on or off the controller transmits this information to the receiver. If the status of the firing mode is being changed the G-Flame can only display the current status of the firing mode correctly if they are in the receiving mode and within radio coverage.

TIP

If the firing mode is being switched off all possibly opened electromagnetic fuel valves are closed (command 'Firing mode off'). In addition, all stepping sequences that are currently in progress are terminated, provided that the G-Flames are within radio range and that this information is being received.

17.2.2 Display of the device ID number

Dev. ID No. for
bidir. Comm.: 15

Then the device ID number for bi-directional communication which has been assigned to this device is being displayed.

17.2.3 Display of messages

The following messages are possible if the Advanced wireless communication module is being used. If enabled in the menu the display backlight is switched on, too, so that it becomes apparent which device is displaying a message.

Transmitting
data...

A remote access is currently in progress. The device is transmitting data to the controller or the wireless USB modem.

Writing
data...

A remote access is currently in progress and data is written to the memory of the G-Flame.

Remaining Range:
50%

A radio range test is currently in progress and the result is being displayed (no bi-directional remote access but a range test as it can be conducted with the PFS Profi or PFS Pocket and as it has been also implemented in the PFC Advanced to provide downward compatibility to devices of the Profi series).

Fire
Channel: 999

This is being displayed when firing commands are being received. If a flame effect has been programmed for the firing cue the yellow 'Flame' LED goes on in addition or it starts to flash if a step sequence is in progress.

RF Channel: 69
= 434.775 MHz

The G-Flame received the command to change the radio frequency. The new radio channel and the frequency is being displayed.

17.2.4 Programming of the system ID

The G-Flame can be taught to different systems ID, just as it is possible with the Advanced receivers. This procedure is called 'Teach-In' and is used if systems are split into several ones or if devices are lent or rented out to other customers. After the return of the devices they can be e.g. taught to the original system ID again.

To teach-in a system ID 'Up' must be activated while the device is in receiving mode and then the command for the teach-in must be sent. Immediately after that the following confirmation message is being displayed:

Teach-In
successful

The device will automatically return to the receiving mode after this message.

17.2.5 Setting and loading default settings

If required, you can reset all settings to default values with a single command after previous configuration. This is useful, for example, if the device was rented out and is to be reset to defined default settings after being taken back. To determine which values are to be defined as default settings, you need two magnetic pins. Please proceed as follows:

With the device switched off, activate 'Mode' and 'Down' at the same time.

Specify	Yes
Defaults?	No

Confirm the prompt by activating 'Up'.

Navigate through the menu and define your desired default settings. After exiting the menu, the values are saved in the memory and can be loaded into the main memory as described in the next step.

If you then want to reset the device to default settings, proceed as follows:

With the device switched off, activate 'Mode' and 'Up' at the same time.

Set to	Yes
defaults?	No

Confirm the prompt by activating 'Up'.

Device has been
set to defaults

As soon as the device has been reset to default settings, this is indicated on the display with a corresponding message.

17.2.6 Performing a field strength calibration

Your device is calibrated at the factory when it is delivered. However, it may be necessary for you to calibrate the field strength yourself:

- 1.) You perform a firmware update yourself. In doing so, a field strength calibration is only necessary if one has never taken place before.
- 2.) The device is operated under extreme climatic conditions (very high or very low ambient temperatures), which may require temperature compensation in the form of field strength calibration.

Cal. Field	Yes
Strength?	No

If you perform a firmware update and no calibration has taken place before, the device prompts you for calibration during startup. You can skip the prompt, but in this case, inaccurate or erroneous field strength readings may occur. Calibration is therefore strongly recommended.

To perform the calibration, you need a PFC Advanced, hereinafter referred to as the 'auxiliary device'. Please follow the steps below:

- 1.) Make sure that you are in an environment with the lowest possible radio interference.
- 2.) The G-Flame must be set to the same radio channel and the same system ID as the auxiliary device. The antenna on the G-Flame must be removed.
- 3.) Switch on the auxiliary device.
- 4.) Follow the steps on the display of the G-Flame.

During calibration, errors may occur in the event of problems with the hardware, incorrect operation or due to external influences, so that the calibration is aborted. In any case, an error message with the corresponding error code will be displayed. In this case, please contact us in order to carry out an error analysis.

Calibration
successful

Once the calibration has been successfully performed, you will see the adjacent screen. You can now switch off the auxiliary device. The calibration values have now been permanently stored in the memory.

17.2.7 The monitoring function Radio Interference

The G-Flames are monitoring their frequency permanently. An interference is present if an external carrier with a signal strength of more than 30% in respect to 100% maximum signal strength of the system is present for more than 45 seconds.

Radio
Interference!

This message is appearing if a radio interference has been detected. If the display backlight has been activated the display will be illuminated periodically, too. In this case it is advisable to check if the G-Flame has been installed close to a strong source of interference. Therefore, enter the menu item 'Interfering Signal' and check if there is a higher value all the time.

By stepping through the menu with the magnetic pen the warning 'Radio Interference' will be cleared. The device is always ready for use even if you do not clear this warning message.

TIP	If you switch on a G-Flame while the transmitter is in the firing mode the G-Flame will display the warning message 'Radio Interference' soon. The PFS Profi, PFS Pocket and the PFC Advanced are transmitting continuously (i.e. they are active carriers) if they are in the firing mode. If you change from normal mode to firing mode the controllers are telling the receivers that a continuous and intended transmission will follow. If a G-Flame has been switched on after this or was in the menu while this signal has been sent it will interpret the signal of the own transmitter as an interfering signal.
TIP	You can select another frequency in the menu of the device if the used radio channel is busy or if there is an interference. Of course, you have to select the same frequency also at the controller and all other receivers if additional devices are in use (only possible with Advanced series).
TIP	The frequency (i.e. radio channel) can also be changed remotely with the controller PFC Advanced or the wireless USB modem PFM Advanced.
TIP	Using the controller PFC Advanced the warning 'Radio Interference' and the level of interference can even be checked remotely.

18 Switching off

If possible, you should switch off the device only if it is currently not in the menu. You may switch it off anytime if it is in receiving mode or respectively ready to fire mode or if the safety timer is counting down. Otherwise changes of parameters in the concerned menu item will not be saved.

You should also not switch it off while a remote programming or a remote check is performed by the Advanced wireless module.

Press the main switch to switch off the device.

CAUTION  2.4.4 2.5.1	Strong heating of the device during operation During operation, the following parts of the device can heat up considerably: • the casing, in particular the parts forming the combustion chamber • the electrode cage • the ignition electrodes • the electrode for ionization measurement Do not touch these parts until they have cooled down sufficiently and the unit is switched off.
---	---

Alternatively, you can also power down the unit by using the emergency off input, i.e. by opening the electrical contact that is connected to this input. In principle the main switch and the emergency off switch are wired in series. Please note when powering down the device with the emergency off input that still there is a small power consumption. Due to that you should also switch off the device with the main switch if the device is not used for a longer time.

The usage of the emergency off input is very recommendable to power down the device with sufficient safety distance and then activate the main switch. Especially when using DMX512 we recommend this procedure because this control signal contains no safety measures.

19 Command 'Firing mode off'

If you operate the Advanced wireless module you can send the command 'Firing mode off'. This command is always being sent when the firing mode is disabled. If this command is being received opened electromagnetic fuel valves are closed, the electrical ignition is switched off and step sequences - if in progress - are terminated, provided that the device is within radio range.

20 Radio range

If the standard antenna is used under good conditions the range is 800 m and can be increased up to 2.000 m by using the antenna Superscan 70 or Superscan 71.

Higher radio range is available on request.

It is a general rule that the higher the antenna is positioned the better the reception will be. Please do not hesitate to ask our personnel for more information about the various possibilities of range improvement.

TIP	An antenna extension cable should be used for the Superscan 70 or Superscan 71 in order to mount the antenna separated to ensure that the generated flame cannot damage the antenna.
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TIP	Do not use the high gain antennas Superscan 70 and Superscan 71 together with the remote access functions because in this mode the device is also transmitting data and the radio approval would be voided.
------------	---

20.1 Radio Range Test

The remote access functions of the controller PFC Advanced make very convenient radio range tests possible because the signal strength of both devices (signal back and forth) are displayed at the controller.

If you want to read the test result at the G-Flame or if you work with the transmitter PFS Profi or PFS Pocket the radio range test can also be done the conventional way.

After starting the test procedure, the G-Flames will for example display the following text:

Remaining Range:
50%

This result means that the distance to the transmitter can be approximately doubled until the signal will be too low. In general, you should try to achieve at least a signal level of 30%.

21 Remote access

If the device has been accessed remotely via the wireless link or the serial data cables one of the following text messages will be displayed depending whether data is being read from the device or data is being written to the memory of the G-Flame:

Transmitting
data...

The device is transmitting while the controller or the wireless USB modem is receiving data.

Writing
data...

The controller or the wireless USB modem is transmitting data which is written to the memory of the G-Flame.

If the radio channel is being changed by a remote command the new radio channel and the frequency in MHz is being displayed:

RF Channel: 69
= 434.775 MHz

22 Operation time

As soon as the device is in operation power is consumed from the internal battery. If this accumulator is totally charged and has the full capacity of 7,000 mAh 30% of energy will be left after an operation time as stated below. Continuous operation is possible if the device is being charged permanently.

The values have been calculated assuming that the Advanced wireless module is installed, which consumes energy in addition, and that the fuel valves are opened for a total time of three minutes during the application.

Operation mode	Maximum operation time
Control with firing key input	110 h
Control with voltage input	110 h
Wireless control	110 h
Control via serial data cables (RS485)	70 h
Control via DMX on cables	70 h
Control via DMX and supply of wireless DMX Pens with a current consumption of typically 0.65A @ 5VDC	10 h

TIP

Please be aware of the fact that the rechargeable battery is losing capacity over the life time. The achievable operation time depends on the actual capacity of the particular battery. You can determine the capacity of the batteries by starting the battery measurement function in the menu.

23 Installation of accessories

DANGER  2.3.7	Use of non-original accessories or operation without specified components The safe operation of the device cannot be guaranteed, if non-original accessories and components are used. All specified parts must be used to operate the device (e.g. pressure reducer). • Use only components and accessories approved by the manufacturer. • Use all components specified by the manufacturer.
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23.1 Installation of the Advanced wireless module

The Advanced wireless module can be retrofitted by the user himself if the G-Flame has not been equipped with this optional feature when initially ordering the device.

23.1.1 Installation of the hardware

Open the side panel (cover lid) of the device.

Then remove the blind cover of the antenna socket on the upper side of the device by opening the two screws. Afterwards you can insert the BNC feed through socket and mount it with the same screws.

The wireless module will be mounted with two screws that have already been installed in the device. These screws have been secured with two self-locking nuts and you will find them on the side of the housing in the device near the connector which is intended to plug in the wireless module.

Open the two self-locking nuts and remove the screws.

Insert the wireless module in the 25pin connector (25pin S-Sub socket) which can be found on the front side of the printed circuit board which is installed in the device.

The wireless module comes with two inserted nuts which will lay exactly behind the holes in the housing once the module is completely inserted.

Mount the wireless module by using the screws which you removed before.

Then you have to connect the BNC feed trough socket with the BNC connector of the wireless module by using the short piece of antenna cable with a BNC connector on each end which has been supplied with the module.

Insert and close the cover lid and press it against the housing so that the latching mechanism is holding it in position.

Every time you want to control the device wirelessly the supplied antenna must be installed.

23.1.2 Software installation of the Advanced wireless module

After the wireless module (hardware) has been installed the software installation routine can be carried out. By doing so the microcontroller of the G-Flame is notified that the wireless module is now connected to the main board and the behavior of the firmware is changing accordingly.

Switch on the G-Flame while you activate the sensor fields 'Up' and 'Down' by using two magnetic pens until you see this being displayed:

Wireless Option:
Off

You may select between 'On' and 'Off' with 'Up' and 'Down'.

Wireless Option:
On

Select 'On' in order to install the module, then activate 'Mode'.

Right after that the following ticker will be displayed:

Call the Galaxis office and tell the token. You will receive the activation code. Continue with Mode.

If you now activate 'Mode' a random eight-digit sequence of numbers will be generated and displayed, the so called token. Tell us this token on the phone and will give you the corresponding activation code.

TIP

You may speed up the ticker by activating the 'Mode' sensor field and keeping it activated.

The sequence is as follows:

Token:
53582820

Example of a token being displayed. This screen is being displayed sufficiently long so that you can tell us the token on the phone.

Code?
◆

Then you see this request to enter the activation code which you will receive from Galaxis on the phone. With 'Up' and 'Down' you can change the digits. If you see the correct number being displayed activate 'Mode' to proceed. A '0' can be entered the easiest by activating 'Mode' without activating 'Up' or 'Down' before.

Code? OK
44232502◆

The activation code, which has also eight digits, has been accepted und the deep discharge counter has been reset to zero. No more warning message will be displayed any more until the next occurrence.

Code? X
5423250200◆

A wrong activation code has been entered and the code was not accepted. Switch off the G-Flame and repeat the procedure.

23.2 De-installation of the wireless module

TIP

Before you remove the wireless-module, it must be deactivated in the software of the device. Otherwise the device can no longer be operated because the attempt to initialize the wireless module is failing.

23.2.1 De-installation of the wireless module in the software

Switch on the G-Flame while you activate the sensor fields 'Up' and 'Down' by using two magnetic pens until you see this being displayed:

Wireless Option:
On

You may select between 'On' and 'Off' with 'Up' and 'Down'.

Wireless Option:
Off

Select 'Off' in order to de-install the module, then activate 'Mode'.

After this 'Attention!' is being displayed in the upper line of the screen and below you will be able to read the following ticker text:

Reinstallation is only possible with support
on the phone during the Galaxis office hours!

Subsequently the following safety request will be displayed:

Are you sure?	Yes No
------------------	-----------

Activate 'Up' if you really want to de-install the wireless module now. Otherwise you can select 'Down' to exit the sequence.

Immediately after selecting either 'Yes' or 'No' the device enters the ready to fire mode.

23.2.2 De-installation of the hardware

You can remove the wireless module by following the steps described in the section 'Installation of the hardware' in reverse order.

23.3 Optional accessory: Power Upgrade

The Power Upgrade is an optional accessory. It consists of a gas cartridge holder with an additional quick-coupler which is used to connect the already existing cartridge holder. Furthermore, a housing extension is supplied in order to cover the additional cartridges.

The G-Flame Power Upgrade allows you to use not only two but four cartridges. By doing so a total flame height of approx. eight meters is achieved. The total flame duration remains the same as specified for two cartridges with XXL nozzle.

WARNING  2.3.12	Fallout when using unspecified nozzles when operating the Power Upgrade The use of incorrect nozzles can lead to fallout, as well as fire on the ground due to burning liquid gas residues. • Use the nozzles as specified for the ambient temperature.
---	--

Attention: The following nozzles have to be used in conjunction with the Power Upgrade:

Ambient temperature:	Specified nozzle:
more than +5°C	Nozzle for liquid gas
less than or equal to +5°C	XXL nozzle

The recommended safety distances are as follows: 12 meters upwards and 6.5 meters sideways if the device is standing vertically on even ground. General notes regarding safety distances can be found in the section 'Safety distances' in this manual.

24 Usage in rainy conditions

The device can also be used even in heavy rainfall. The housing protects the electronic circuits against the immersion of rain water, also if the rain hits the device sideways.

If rain water accumulates in the burning chamber it will be able to drain off through a drilling and a hose. Ensure that this drilling and the hose is not blocked by dirt or foreign particles.

It is prohibited to submerge the device into water or to operate it in any way that water enters the device from the bottom side.

As soon as the high voltage ignition is switched on a very hot electrical arc is being generated and the fuel can be ignited without any problems even in heavy rainfall.

Ensure that all wetness or moisture can dry off completely after each usage in the rain before you stow the devices in cartons, flight cases or similar.

25 Maintenance and service life

WARNING  2.2.1 2.3.4 2.4.1	Flammable atmosphere in/at the device When connecting or closing the gas containers, a flammable atmosphere could occur in/at the unit due to loose connections or leaks of the fuel-carrying components. An ignition spark could cause combustion or deflagration in/at the device. • Perform the pressure test of the fuel-carrying components as required in this operating manual. • Make sure that the underside of the device (cutout) is not blocked. • Large cutout at the underside of the device below the fuel-carrying components, so that any escaping gas can be drained. • Do not use the device if leaks are detected. • Follow all safety instructions and regulations at all times.
--	--

At the latest with every third application, the user should spray the seals of the quick couplers and the can holder with silicone spray to ensure that they remain elastic and provide a durable leak tight seal.

If the flame burns long after the valves close, the Teflon seal of the nozzles may need to be replaced or the nozzle is not screwed in sufficiently tight.

The rechargeable batteries can be tested by the user himself (please refer to the chapter 'The menu item 'Battery measurement' in this manual).

This device must be subjected to a leak test once a year. This can be carried out by the manufacturer or a specialist company for gas installations or heating engineers with additional qualification.

The following test pressures should be used:

Intended operation with aerosol cartridges or operation with gas bottles with gaseous phase: 10 bar

Intended operation with gas bottles, liquid phase: 12 bar

The holding time for both test variants is 15 minutes.

However, maintenance by the manufacturer is highly recommended. We recommend this every 12 or 24 months, depending on how often the device is used. In tour operation or for more than 30 applications per year, we recommend maintenance every 12 months.

The following work will be carried out:

- Firmware update if newer software is available
- Inspection and, if necessary, replacement of seals and O-rings
- Lubrication of seals
- Leak test with highly sensitive manometer
- Individual testing of each magnetic valve on its own
- Inspection and, if necessary, tightening of screws
- Checking and, if necessary, repairing screw locking measures
- Visual inspection of the circuit board and all electrical connections for corrosion or other damages requiring repair
- Replacement of damaged or defective components
- Cleaning of the device if necessary
- Cleaning or replacing the micro filter
- Complete function test including communication test
- Check of the frequency deviation of the radio modules if installed
- Adjusting the ignition electrodes and the ionization measurement electrode

Regular maintenance ensures a long service life and provides the basis for reliable and safe operation. In general, it can be assumed that safe operation can no longer be guaranteed after five years without maintenance by the manufacturer or an authorized dealer.

All quick couplers (both sides), all gas hoses and all pressure reducers generally have a service life of only eight years. Have these parts replaced by the manufacturer before this period has expired.

After 50,000 switching cycles, the magnetic valves should be replaced by the manufacturer.

26 Cleaning

The device is very robust. Please take care that e.g. no burning or hot cinders from firework effects fall onto the device, because this may cause damage to the surfaces.

Ensure that the device is switched off before you clean it.

Use a piece of cloth that was moistened with water and at the most some dishwashing agent, for cleaning the device. Solvents, strong detergents and abrasives could damage the surfaces.

Keep all electrical contacts always clean.

Unburned carbon may accumulate at the ignition electrodes, the ionization measurement electrode and on the electrode cage. This is absolutely normal and does not impair the function of the device.

If a lot of unburned carbon has accumulated, we recommend to clean the ignition electrodes and the electrode cage by using a soft brush. Pay attention not to bend the electrodes. In case that the soot cannot be removed this way moisten the brush with brake cleaner. The ionization measurement electrode can be cleaned by using a piece of cloth.

The gap between the tips of the ignition electrodes should approx. 3 mm.

All fuel-carrying components, such as the quick couplers, gas cartridge receptacles and the fittings on the hoses and pressure reducers, are not allowed to become dirty. Always keep them absolutely clean to prevent leakages.

27 Micro filter

This device is equipped with a micro filter. This largely prevents dust particles or foreign particles from getting into the fuel valves and leading to malfunctions and leakages.

Devices produced until September 2017 have a screwable fine filter. Before each use of the units, check that the O-ring is functional and that the filter is hand-tight and leak-proof.

Devices produced since October 2017 have a permanently installed filter. This does not have to be checked for tightness.

After frequent use over a longer period of time, the filter may have to be cleaned. This is usually recognizable by a lower flame height. In this case, please send the unit to the manufacturer to have the filter cleaned or replaced. Under certain circumstances it is possible that the manufacturer is instructing you how to clean the filter yourself.

If devices are sent in for maintenance it can happen that it is necessary that the screwable filter is exchanged against the permanently installed filter.

28 Warranty

The warranty period is 24 months.

If there is any defect during in this period please pack the device properly and send it to the manufacturer with carriage paid to have it repaired free of charge. Please do not forget to attach a description of the symptoms, which have occurred.

Warranty is excluded if the device was damaged due to wrong usage or excessive stress.

Unauthorized repairs and the use of non-original parts will void all warranty, guarantee and product liability claims with immediate effect.

29 Damages caused by misuse, maloperation, malfunction

The devices have been designed to generate flame effects. Discuss all other applications with the manufacturer before usage. In the case that one of the events stated above has happened we are only liable if the causation was within our range of influence. The devices have been developed, manufactured and tested to the best of our knowledge and belief.

Especially the user's work must comply with the safety instructions and the instructions given in this manual at all times.

A long test period and our practical experience proved that the devices operate very safe and reliable even if used in difficult conditions.

30 Technical data

Radio parameters EU version (if Advanced radio module is installed)	Frequency Band: 433.05 - 434.79 MHz Maximum radio-frequency power transmitted: ≤ 10 mW Channel Spacing: 25 kHz Number of radio channels: 70 (433.050 - 434.775 MHz) Modulation: FM narrow band Frequency Shift: ± 3 kHz Duty Cycle: $< 10\%$ Radio equipment class according to 2014/53/EU (RED): 1 Radio equipment type: non-specific short-range device, transmitter and receiver (Transceiver) Receiver Category according to ETSI EN 300 220 V3.1.1: demanded by the application: 3 (lowest performance level), fulfilled by the device up to SN F100XXXX2699: 1.5 (second-best performance level), fulfilled by the device starting at SN F100XXXX2700: 1 (best performance level); The receiver category indicates how well the device can still receive radio protocols when strong signals are present on frequencies below and above the used frequency (blocking). Receiver Principle: Double superheterodyne Receiver Sensitivity: -119 dBm @ 12 dB SINAD Wave Length: 70 cm Standard antenna included in delivery: Center Frequency: 434 MHz Radiation Pattern: omnidirectional Radiator Length: $\lambda/4$, not coiled Antenna Gain: 0.00 dBd, 2.15 dBi
Radio parameters US version (if Advanced radio module is installed)	Frequency Range: 458 - 462.5 MHz License: FCC Part 90, FCC-ID: V9X-LMD400R Maximum radio-frequency power transmitted: ≤ 10 mW Channel Spacing: 12.5 kHz Number of radio channels: 360 (458.0000 - 462.5000 MHz) Modulation: FM narrow band Frequency Shift: ± 3 kHz Receiver Principle: Double superheterodyne Receiver Sensitivity: -119 dBm @ 12 dB SINAD Wave Length: 65 cm Standard antenna included in delivery: Center Frequency: 460 MHz Radiation Pattern: omnidirectional Radiator Length: $\lambda/4$, not coiled Antenna Gain: 0.00 dBd, 2.15 dBi
Protocol parameters (if Advanced radio module is installed)	half-duplex, PCM with Manchester coding, Checksum: 40 Bit CRC, data rate approx. 2,500 bps
Temperature range, excluding fuels	Transport und storage: -30 to $+70^{\circ}\text{C}$ Operation: -20 to $+65^{\circ}\text{C}$ The maximum temperature difference between devices must not exceed 60 K in order to enable unimpaired radio communication. Optimal storage temperature for longest battery life: $+10$ to $+20^{\circ}\text{C}$
Humidity	10 - 90% rH, no condensation inside the device
Allowable altitudes above sea level	Storage and transport: -500 to 12,500 m Operation: -500 to 4,000 m
Ignition	Electrical arc
Number of electromagnetic valves	2, connected in series

Functional principle of the flame monitoring system	Ionization measurement
---	------------------------

Dimensions (LxWxH) and weight, each without antenna:

300 x 300 x 350 mm; 10.50 kg

Power supply and charging concept:

2 x 12 V, 7 Ah, sealed lead acid type rechargeable battery, PYROTEC charging device

Supplied accessories, included in delivery of the device:

1 Charging unit
 1 Magnetic pen
 1 User manual

The following parts are included in the gas cartridge option:

- cartridge holder (T-piece with quick-coupler, two non-return valves and two shut-off valves)
- special nozzle for cartridge operation, size XXL

The following parts are included in the gas bottle option:

- gas hose with a length of 5 m and a quick-coupler
- pressure regulator 1-4 bar
- special nozzle for gas bottle operation, gasiform phase

When buying a G-Flame either the gas cartridge or the gas bottle option is included in the purchase price.

The following parts are included if an Advanced wireless module is ordered:

1 standard antenna
 1 BNC feedthrough socket to be installed in the housing of the G-Flame
 1 antenna cable with two BNC connectors to establish the connection between the BNC antenna feedthrough and the Advanced wireless module

The following parts are included in the optional Power Upgrade:

1 cartridge holder with two quick-couplers, to be used between G-Flame and standard cartridge holder
 1 housing extension to cover all four cartridges

The particular nozzles must be ordered separately if not at hand already.

Charging unit:

Mains voltage	100-240 VAC, 50-60 Hz
Power consumption	typ. 4.5 Watts
Charging time	Full charge within 30 h, no danger of overcharging, automatic trickle charge
Dimensions	L-W-H 80-74-29 mm
Weight	0.07 kg

31 Accessories

Below is a list of original accessories that can be obtained from the manufacturer or authorized distributors at any time. The device may only be operated with these original accessories. Otherwise, all claims arising from warranty, guarantee and product liability will become void with immediate effect.

Item No.:	Description:
1496	Aerosol cartridges for G-Flame
1341	Antenna extension cable 1m
1342	Antenna extension cable 2m
1345	Antenna extension cable 5m
1343	BNC-BNC adaptor
10162	Back plate for G-Flame
1498	Pressure regulator for gasiform phase. Operation with liquid phase strictly prohibited. Risk of accident!
1488	Nozzle for operation with gas cartridges size S
1489	Nozzle for operation with gas cartridges size M
1490	Nozzle for operation with gas cartridges size L
1491	Nozzle for operation with gas cartridges size XL
1492	Nozzle for operation with gas cartridges size XXL
1493	Nozzle for operation with gas bottles, gasiform phase
1494	Nozzle for operation with gas bottles, liquid phase
1206	Ext. firing key with XLR cable, 1 Output
15003	Flame Bar, straight, length 2m
15007	Flame Bar, octagon, diameter 48cm
1916	G-Flame Power Upgrade
1485	Gas cartridges option for G-Flame
1484	Gas bottle option for G-Flame, incl. 5m gas hose with quick couplers, pressure reducer for gasiform phase, operation with liquid phase strictly prohibited: Risk of accident! special nozzle for gas bottles
1917	Gas hose for G-Flame 10m
1918	Gas hose for G-Flame 15m
1301	Charging unit Profi series
1311	Magnetic pen
1302	Multi charging unit for up to 10 Profi devices
15001	Emergency Off Button
15000	Emergency Off Splitter 16-way
1499	Emergency Off Splitter 8-way
1320	Standard antenna
1322	Superscan 71, high gain antenna. Only approved for being used in receiving mode!
15020	LPG hose for liquefied gas, proof pressure 75 bar, 1m
15004	LPG hose for liquefied gas, proof pressure 75 bar, 5m
10216	LPG hose for liquefied gas, proof pressure 75 bar, 10m
1811	LPG hose extension for liquefied gas, 1m
1812	LPG hose extension for liquefied gas, 5m
1813	LPG hose extension for liquefied gas, 10m
1803	Gas hose adaptor for USA
1807	Extension for cartridge holder

32 CE marking of the EU version

The EU version of this device is marked with the CE logo:



Each device intended for operation in the EU is accompanied by an EU Declaration of Conformity.

33 Address of the manufacturer and contact details for requesting an EU declaration of conformity

Galaxis Showtechnik GmbH
Lohgerberstr. 2
84524 Neuötting
Germany

Tel.: +49 / 8671 / 73411
Fax: +49 / 8671 / 73513

Homepage: www.galaxis-showtechnik.de
E-Mail: info@galaxis-showtechnik.de

Please use these contact details if you want to request an EU declaration of conformity.

Each device intended for operation in the EU is accompanied by an EU Declaration of Conformity.

PYROIL® REGULAR STARTING FLUID
PYSFR11

1. IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Ashland	Regulatory Information Number	1-800-325-3751
P.O. Box 2219	Telephone	614-790-3333
Columbus, OH 43216	Emergency telephone	1-800-ASHLAND (1-800-274-5263)
Product name	PYROIL® REGULAR STARTING FLUID	
Product code	PYSFR11	
Product Use Description	No data	

2. HAZARDS IDENTIFICATION

Emergency Overview

Appearance: aerosol

WARNING! EXTREMELY FLAMMABLE LIQUID AND VAPOR. VAPOR MAY CAUSE FLASH FIRE. CONTENTS UNDER PRESSURE. MAY AFFECT THE CENTRAL NERVOUS SYSTEM CAUSING DIZZINESS, HEADACHE OR NAUSEA. ASPIRATION HAZARD IF SWALLOWED - CAN ENTER LUNGS AND CAUSE DAMAGE. CAUSES EYE IRRITATION. PROLONGED OR REPEATED CONTACT MAY DRY THE SKIN AND CAUSE IRRITATION AND BURNS.

Potential Health Effects

Exposure routes

Inhalation, Skin absorption, Skin contact, Eye Contact

Eye contact

Can cause severe eye irritation. Symptoms include stinging, tearing, redness, and swelling of eyes. Can injure eye tissue.

Skin contact

May cause mild skin irritation. Prolonged or repeated contact may dry the skin. Symptoms may include redness, burning, drying and cracking of skin, and skin burns. Passage of this material into the body through the skin is possible, but it is unlikely that this would result in harmful effects during safe handling and use.

PYROIL® REGULAR STARTING FLUID
PYSFR11**Ingestion**

Swallowing small amounts of this material during normal handling is not likely to cause harmful effects. Swallowing large amounts may be harmful. This material can get into the lungs during swallowing or vomiting. This results in lung inflammation and other lung injury.

Inhalation

Breathing aerosol and/or mist is possible when material is sprayed. Aerosol and mist may present a greater risk of injury because more material may be present in the air than from vapor alone. Breathing small amounts of this material during normal handling is not likely to cause harmful effects. Breathing large amounts may be harmful. Symptoms are not expected at air concentrations below the recommended exposure limits, if applicable (see Section 8.).

Aggravated Medical Condition

Preexisting disorders of the following organs (or organ systems) may be aggravated by exposure to this material: Skin, lung (for example, asthma-like conditions)

Symptoms

Signs and symptoms of exposure to this material through breathing, swallowing, and/or passage of the material through the skin may include: stomach or intestinal upset (nausea, vomiting, diarrhea), irritation (nose, throat, airways), central nervous system depression (dizziness, drowsiness, weakness, fatigue, nausea, headache, unconsciousness), high blood pressure, effects on heart rate, effects on breathing rate

Target Organs

Exposure to this material (or a component) has been found to cause kidney damage in male rats. The mechanism by which this toxicity occurs is specific to the male rat and the kidney effects are not expected to occur in humans.

Carcinogenicity

This material is not listed as a carcinogen by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), or the Occupational Safety and Health Administration (OSHA).

Reproductive hazard

There are no data available for assessing risk to the fetus from maternal exposure to this material.

3. COMPOSITION/INFORMATION ON INGREDIENTS
--

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Hazardous Components	CAS-No.	Concentration
SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC	64742-89-8	>=70-<80%
ETHYL ETHER	60-29-7	>=15-<20%
CARBON DIOXIDE	124-38-9	>=1.5-<5%

4. FIRST AID MEASURES**Eyes**

If symptoms develop, immediately move individual away from exposure and into fresh air. Flush eyes gently with water for at least 15 minutes while holding eyelids apart; seek immediate medical attention.

Skin

Remove contaminated clothing. Flush exposed area with large amounts of water. If skin is damaged, seek immediate medical attention. If skin is not damaged and symptoms persist, seek medical attention. Launder clothing before reuse.

Ingestion

Seek medical attention. If individual is drowsy or unconscious, do not give anything by mouth; place individual on the left side with the head down. Contact a physician, medical facility, or poison control center for advice about whether to induce vomiting. If possible, do not leave individual unattended.

Inhalation

If symptoms develop, move individual away from exposure and into fresh air. If symptoms persist, seek medical attention. If breathing is difficult, administer oxygen. Keep person warm and quiet; seek immediate medical attention.

Notes to physician

Hazards: Inhalation of high concentrations of this material, as could occur in enclosed spaces or during deliberate abuse, may be associated with cardiac arrhythmias. Sympathomimetic drugs may initiate cardiac arrhythmias in persons exposed to this material.

Treatment: No information available.

5. FIRE-FIGHTING MEASURES**Suitable extinguishing media**

Water mist, Carbon dioxide (CO2), Dry chemical

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Hazardous combustion products

Aldehydes, carbon dioxide and carbon monoxide, organic compounds, Hydrocarbons

Precautions for fire-fighting

Material is volatile and readily gives off vapors which may travel along the ground or be moved by ventilation and ignited by pilot lights, flames, sparks, heaters, smoking, electric motors, static discharge or other ignition sources at locations near the material handling point. Never use welding or cutting torch on or near drum (even empty) because product (even just residue) can ignite explosively. Wear full firefighting turn-out gear (full Bunker gear), and respiratory protection (SCBA).

NFPA Flammable and Combustible Liquids Classification

Flammable Liquid Class IA

6. ACCIDENTAL RELEASE MEASURES

Personal precautions

For personal protection see section 8. Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed. Eliminate all ignition sources (flares, flames including pilot lights, electrical sparks).

Environmental precautions

Prevent run-off to sewers, streams or other bodies of water. If run-off occurs, notify proper authorities as required, that a spill has occurred.

Methods for cleaning up

Absorb liquid on vermiculite, floor absorbent or other absorbent material.

7. HANDLING AND STORAGE

Handling

Containers of this material may be hazardous when emptied. Since emptied containers retain product residues (vapor, liquid, and/or solid), all hazard precautions given in the data sheet must be observed. Avoid prolonged or frequently repeated skin contact with this material. Skin contact can be minimized by wearing impervious protective gloves. As with all products of this nature, good personal hygiene is essential. Hands and other exposed areas should be washed thoroughly with soap and water after contact, especially before eating and/or smoking. Regular laundering of contaminated clothing is essential to reduce indirect skin contact with this material. Static ignition hazard can result from handling and use. Electrically bond and ground all containers, personnel and equipment before transfer or use of material. Special precautions may be necessary to dissipate static electricity for non-

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conductive containers. Use proper bonding and grounding during product transfer as described in National Fire Protection Association document NFPA 77. Hydrocarbon solvents are basically non-conductors of electricity and can become electrostatically charged during mixing, filtering or pumping at high flow rates. If this charge reaches a sufficiently high level, sparks can form that may ignite the vapors of flammable liquids.

Storage

Do not store near extreme heat, open flame, or sources of ignition.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC		64742-89-8
OSHA Z1	time weighted average	500 ppm
ACGIH	time weighted average	300 ppm
ACGIH	time weighted average	1,370 mg/m3
ETHYL ETHER		60-29-7
ACGIH	time weighted average	400 ppm
ACGIH	Short term exposure limit	500 ppm
OSHA Z1	Permissible exposure limit	400 ppm
OSHA Z1	Permissible exposure limit	1,200 mg/m3
CARBON DIOXIDE		124-38-9
ACGIH	time weighted average	5,000 ppm
ACGIH	Short term exposure limit	30,000 ppm
NIOSH	Recommended exposure limit (REL):	5,000 ppm
NIOSH	Recommended exposure limit (REL):	9,000 mg/m3
NIOSH	Short term exposure limit	30,000 ppm
NIOSH	Short term exposure limit	54,000 mg/m3
OSHA Z1	Permissible exposure limit	5,000 ppm
OSHA Z1	Permissible exposure limit	9,000 mg/m3

General advice

These recommendations provide general guidance for handling this product. Personal protective equipment should be selected for individual applications and should consider factors which affect

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exposure potential, such as handling practices, chemical concentrations and ventilation. It is ultimately the responsibility of the employer to follow regulatory guidelines established by local authorities.

Exposure controls

Provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

Eye protection

Wear chemical splash goggles when there is the potential for exposure of the eyes to liquid, vapor or mist.

Skin and body protection

Wear resistant gloves (consult your safety equipment supplier).
Wear normal work clothing including long pants, long-sleeved shirts and foot covering to prevent direct contact of the product with the skin. Launder clothing before reuse. If skin irritation develops, contact your facility health and safety professional or your local safety equipment supplier to determine the proper personal protective equipment for your use.

Respiratory protection

A NIOSH-approved air-purifying respirator with an appropriate cartridge and/or filter may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits (if applicable) or if overexposure has otherwise been determined. Protection provided by air-purifying respirators is limited. Use a positive pressure, air-supplied respirator if there is any potential for uncontrolled release, exposure levels are not known or any other circumstances where an air-purifying respirator may not provide adequate protection.

9. PHYSICAL AND CHEMICAL PROPERTIES
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Physical state	aerosol
Form	aerosol
Colour	No data
Odour	No data
Boiling point/boiling range	34.60 °C @ 1,013.23 hPa Calculated Phase Transition Liquid/Gas
pH	No data
Flash point	-45.00 °C Calculated Flash Point
Evaporation rate	No data
Lower explosion limit/Upper explosion limit	1.05 %(V) / 36.5 %(V)

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Vapour pressure	717.261 hPa @ 25 °C Calculated Vapor Pressure
Vapour density	No data
Density	0.7114 g/cm3 @ 60.01 °F / 15.56 °C
Solubility	No data
Partition coefficient: n-octanol/water	No data
log Pow	no data available
Autoignition temperature	No data

10. STABILITY AND REACTIVITY

Stability

Stable.

Conditions to avoid

Heat, flames and sparks.

Incompatible products

halogens, Strong oxidizing agents

Hazardous decomposition products

Aldehydes, carbon dioxide and carbon monoxide, organic compounds, Hydrocarbons

Hazardous reactions

Product will not undergo hazardous polymerization.

Thermal decomposition

No data

11. TOXICOLOGICAL INFORMATION

Acute oral toxicity

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC	: LD 50 Rat: > 8,000 mg/kg
ETHYL ETHER	: LD 50 Rat: 3,230 - 3,920 mg/kg
CARBON DIOXIDE	: no data available

Acute inhalation toxicity

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC	: LC 50 Rat: 3400 ppm, 4 h
ETHYL ETHER	: LC 50 Rat: 32,000 mg/l, 4 h

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CARBON DIOXIDE : no data available

Acute dermal toxicity

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : LD 50 Rat: > 4,000 mg/kg
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

12. ECOLOGICAL INFORMATION

Biodegradability

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Bioaccumulation

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Ecotoxicity effects

Toxicity to fish

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Toxicity to daphnia and other aquatic invertebrates.

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Toxicity to algae

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Toxicity to bacteria

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SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Biochemical Oxygen Demand (BOD)

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Chemical Oxygen Demand (COD)

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

Additional ecological information

SOLVENT NAPHTHA (PETROLEUM), LIGHT ALIPHATIC : no data available
ETHYL ETHER : no data available
CARBON DIOXIDE : no data available

13. DISPOSAL CONSIDERATIONS

Waste disposal methods

Dispose of in accordance with all applicable local, state and federal regulations. For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Ashland Distribution's Environmental Services Group at 800-637-7922.

14. TRANSPORT INFORMATION

REGULATION

ID NUMBER	PROPER SHIPPING NAME	*HAZARD CLASS	SUBSIDIARY HAZARDS	PACKING GROUP	MARINE POLLUTANT / LTD. QTY.
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MEXICAN REGULATION FOR THE LAND TRANSPORT OF HAZARDOUS MATERIALS AND WASTES

UN	AEROSOLS	2			
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INTERNATIONAL AIR TRANSPORT ASSOCIATION - PASSENGER

UN	Aerosols, flammable (engine starting fluid)	2.1
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INTERNATIONAL AIR TRANSPORT ASSOCIATION - CARGO

UN	Aerosols, flammable (engine starting fluid)	2.1
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INTERNATIONAL MARITIME DANGEROUS GOODS

UN	1950	AEROSOLS	2.1	LIMITED QUANTITY
----	------	----------	-----	------------------

TRANSPORT CANADA - INLAND WATERWAYS

UN	1950	AEROSOLS	2.1
----	------	----------	-----

TRANSPORT CANADA - RAIL

UN	1950	AEROSOLS	2.1
----	------	----------	-----

TRANSPORT CANADA - ROAD

UN	1950	AEROSOLS	2.1
----	------	----------	-----

U.S. DOT - INLAND WATERWAYS

	1950	ORM-D, CONSUMER COMMODITY	ORM
--	------	---------------------------	-----

U.S. DOT - RAIL

	1950	ORM-D, CONSUMER COMMODITY	ORM
--	------	---------------------------	-----

U.S. DOT - ROAD

	1950	ORM-D, CONSUMER COMMODITY	ORM
--	------	---------------------------	-----

*ORM = ORM-D, CBL = COMBUSTIBLE LIQUID

Dangerous goods descriptions (if indicated above) may not reflect quantity, end-use or region-specific exceptions that can be applied. Consult shipping documents for descriptions that are specific to the shipment.

15. REGULATORY INFORMATION

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California Prop. 65

WARNING! This product contains a chemical known in the State of California to cause cancer. BENZENE

WARNING! This product contains a chemical known in the State of California to cause birth defects or other reproductive harm. BENZENE
TOLUENE

SARA Hazard Classification

Acute Health Hazard
Fire Hazard
Sudden Release of Pressure Hazard

New Jersey RTK Label Information

n-HEPTANE 142-82-5
ETHYL ETHER 60-29-7
CARBON DIOXIDE 124-38-9

Pennsylvania RTK Label Information

n-HEPTANE 142-82-5
ETHYL ETHER 60-29-7
CARBON DIOXIDE 124-38-9
BENZENE 71-43-2

Notification status

EU. EINECS y (positive listing)
US. Toxic Substances Control Act y (positive listing)
Australia. Industrial Chemical (Notification and Assessment) Act y (positive listing)
Canada. Canadian Environmental Protection Act (CEPA). y (positive listing)
Domestic Substances List (DSL). (Can. Gaz. Part II, Vol. 133)
Japan. Kashin-Hou Law List n (Negative listing)
Korea. Toxic Chemical Control Law (TCCL) List y (positive listing)
Philippines. The Toxic Substances and Hazardous and Nuclear Waste Control Act y (positive listing)
China. Inventory of Existing Chemical Substances y (positive listing)
New Zealand. Inventory of Chemicals (NZIoC), as published by ERMA New Zealand y (positive listing)

Reportable quantity - Product

US. EPA CERCLA Hazardous Substances (40 CFR 302) 511 lbs

PYROIL® REGULAR STARTING FLUID
PYSFR11**Reportable quantity-Components**

ETHYL ETHER

60-29-7

100 lbs

	HMIS	NFPA
Health	2	1
Flammability	4	4
Physical hazards	0	
Instability		0
Specific Hazard	--	--

16. OTHER INFORMATION

The information accumulated herein is believed to be accurate but is not warranted to be whether originating with the company or not. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This MSDS has been prepared by Ashland's Environmental Health and Safety Department (1-800-325-3751).

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Flash Tube

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Pyrotechnic Article

1.3. Details of the supplier of the safety data sheet

RES Specialty Pyrotechnics, Inc.
21595 286th Street
Belle Plaine, MN 56011

1.4. Emergency telephone number

Emergency number : 952-873-3113

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Expl. 1.4 H204
Flam. Sol. 2 H228
Ox. Sol. 3 H272
Acute Tox. 4 (Oral) H302
Skin Sens. 1 H317

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



Signal word (GHS-US) : Warning

Hazard statements (GHS-US) :
H204 - Fire or projection hazard
H228 - Flammable solid
H272 - May intensify fire; oxidizer
H302 - Harmful if swallowed
H317 - May cause an allergic skin reaction

Precautionary statements (GHS-US) :
P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
P220 - Keep/Store away from clothing/combustible materials
P221 - Take any precaution to avoid mixing with combustibles
P240 - Ground/bond container and receiving equipment
P241 - Use explosion-proof electrical/ventilating/lighting equipment
P250 - Do not subject to grinding/shock/friction
P261 - Avoid breathing dust/fume/gas/mist/vapors/spray
P264 - Wash thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P272 - Contaminated work clothing must not be allowed out of the workplace
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301 + P312 - If swallowed: Call a poison center/doctor if you feel unwell
P302 + P352 - If on skin: Wash with plenty of water
P330 - Rinse mouth
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention
P362+P364 - Take off contaminated clothing and wash it before reuse
P370+P378 - In case of fire: Use water to extinguish
P370+P380 - In case of fire: Evacuate area
P372 - Explosion risk in case of fire
P373 - DO NOT fight fire when fire reaches explosives
P374 - Fight fire with normal precautions from a reasonable distance
P401 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international

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regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Pyrotechnic mixtures in solid form containing fuels and oxidizers, pyrotechnic substances or a mixture of substances designed to produce an effect by heat, light, sound, gas, or smoke or a combination of these as the result of non-detonative self-sustaining exothermic chemical reactions. These items are classified as explosives 1.4G by the U.S. DOT. No chemical composition is exposed during normal handling, transportation and storage. The following components are present in these products as a pyrotechnic composition:

Name	Product identifier	%	Classification (GHS-US)
Magnesium	(CAS No) 7439-95-4	0 - 84.8	Not classified
Aluminum	(CAS No) 7429-90-5	0 - 84.8	Not classified
Strontium nitrate	(CAS No) 10042-76-9	0 - 40	Not classified
Barium nitrate	(CAS No) 10022-31-8	0 - 40	Acute Tox. 4 (Oral), H302
Potassium nitrate	(CAS No) 7757-79-1	0 - 20	Ox. Sol. 3, H272 Aquatic Acute 3, H402
Titanium	(CAS No) 7440-32-6	0 - 20	Not classified
1,3,5,7-Tetraazatricyclo[3.3.1.1.13,7]decane	(CAS No) 100-97-0	0 - 10	Not classified
Vinyl chloride-vinylidene chloride copolymer	(CAS No) 9011-06-7	0 - 10	Not classified
Ethanedioic acid, disodium salt	(CAS No) 62-76-0	0 - 10	Not classified
Carbon black	(CAS No) 1333-86-4	0 - 4	Not classified
Sulfur	(CAS No) 7704-34-9	0 - 3	Skin Irrit. 2, H315

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Medical attention is required. Remove to fresh air. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after skin contact	: No immediate medical attention is required. Remove contaminated clothing as needed and launder before reuse. Wash skin thoroughly with mild soap/water. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after eye contact	: Medical attention is required. Immediately flush eyes with plenty of water for 15 minutes. An eye wash kit is required at the workplace. Professional assistance by a doctor is needed if irritation persists.
First-aid measures after ingestion	: Medical attention is required. Professional assistance by a doctor is needed. Induce vomiting immediately (as directed by medical personnel). Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after skin contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after eye contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after ingestion	: Not anticipated under normal use conditions. If casing is broken, ingested dusts may cause irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Pyrotechnics are self oxidizing. Flood with water. Fire extinguisher (Class A) may be used. Do not use suffocation methods.
Unsuitable extinguishing media	: None.

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5.2. Special hazards arising from the substance or mixture

- Fire hazard : May cause fire or explosion; strong oxidizer.
- Explosion hazard : These products will burn rapidly in the event of a fire. Fiery debris may be projected. Large quantities may explode in a fire.

5.3. Advice for firefighters

- Protection during firefighting : Firefighters should wear full protective gear.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Spilled composition is highly combustible. In case a device is broken open and pyrotechnic composition is spilled: Keep away any possible ignition source such as open flames, sparks and lit cigarettes. Prevent possible electrostatic discharges (for example: do not use a synthetic dustpan and brush).
- Methods for cleaning up : Carefully pick up the material and place in a cardboard container. For dusts which may be released from a broken device, use dustless methods and place into a closed container for disposal. Take up wet and do not dry sweep or blow with compressed air. Care must be taken when using or disposing of chemical materials and/or their containers to prevent environmental contamination.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : All pyrotechnic devices should be handled with caution. Avoid open flames, smoking, friction, impact, excessive heat, electrostatic discharges, radio frequent interference and moisture.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

Pyrotechnics

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Strontium nitrate (10042-76-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Potassium nitrate (7757-79-1)		
ACGIH	Not applicable	
OSHA	Not applicable	
Magnesium (7439-95-4)		
ACGIH	Not applicable	
OSHA	Not applicable	
Aluminum (7429-90-5)		
ACGIH	ACGIH TWA (mg/m³)	1 mg/m³ (respirable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)

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Vinyl chloride-vinylidene chloride copolymer (9011-06-7)

ACGIH	Not applicable
OSHA	Not applicable

1,3,5,7-Tetraazatricyclo[3.3.1.1^{3,7}]decane (100-97-0)

ACGIH	Not applicable
OSHA	Not applicable

Sulfur (7704-34-9)

ACGIH	Not applicable
OSHA	Not applicable

Carbon black (1333-86-4)

ACGIH	ACGIH TWA (mg/m ³)	3 mg/m ³ (inhalable fraction)
OSHA	OSHA PEL (TWA) (mg/m ³)	3.5 mg/m ³

Barium nitrate (10022-31-8)

ACGIH	Not applicable
OSHA	Not applicable

Titanium (7440-32-6)

ACGIH	Not applicable
OSHA	Not applicable

Ethanedioic acid, disodium salt (62-76-0)

ACGIH	Not applicable
OSHA	Not applicable

8.2. Exposure controls

Appropriate engineering controls	: None required under normal product handling conditions.
Hand protection	: None required under normal product handling conditions.
Eye protection	: None required under normal product handling conditions.
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: None required under normal product handling conditions.

9. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Contained in cardboard casing.
Odor	: None
Odor threshold	: Not Applicable
pH	: Not Applicable
Relative evaporation rate (butyl acetate=1)	: Not Applicable
Melting point	: Not Applicable
Freezing point	: Not Applicable
Boiling point	: Not Applicable
Flash point	: Not Applicable
Auto-ignition temperature	: >150°C
Decomposition temperature	: Not Applicable
Flammability (solid, gas)	: No data available
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Solubility	: Not Applicable

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Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Open flames, sparks, high temperatures, friction or impact, electrostatic discharges and radio frequent radiation.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Decomposition does not occur under normal circumstances during storage, transport and handling.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Oral: Harmful if swallowed.

Flash Tube	
ATE US (oral)	887.500 mg/kg body weight
Strontium nitrate (10042-76-9)	
LD50 oral rat	2750 mg/kg
Potassium nitrate (7757-79-1)	
LD50 oral rat	3015 mg/kg
ATE US (oral)	3015.000 mg/kg body weight
Magnesium (7439-95-4)	
LD50 oral rat	230 mg/kg
1,3,5,7-Tetraazatricyclo[3.3.1.1^{3,7}]decane (100-97-0)	
LD50 oral rat	9200 mg/kg
ATE US (oral)	9200.000 mg/kg body weight
Sulfur (7704-34-9)	
LD50 oral rat	> 3000 mg/kg
LD50 dermal rabbit	> 2000 mg/kg
LC50 inhalation rat (mg/l)	> 9.23 mg/l/4h
Carbon black (1333-86-4)	
LD50 oral rat	> 15400 mg/kg
Barium nitrate (10022-31-8)	
LD50 oral rat	355 mg/kg
ATE US (oral)	355.000 mg/kg body weight
Ethanedioic acid, disodium salt (62-76-0)	
LD50 oral rat	11160 mg/kg

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Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: May cause an allergic skin reaction.
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

Vinyl chloride-vinylidene chloride copolymer (9011-06-7)

IARC group	3 - Not classifiable
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Carbon black (1333-86-4)

IARC group	2B - Possibly carcinogenic to humans
In OSHA Hazard Communication Carcinogen list	Yes

Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified

Specific target organ toxicity (repeated exposure)	: Not classified
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Aspiration hazard	: Not classified
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SECTION 12: Ecological information

12.1. Toxicity

1,3,5,7-Tetraazatricyclo[3.3.1.1.3,7]decane (100-97-0)

LC50 fish 1	44600 - 55600 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	29868 - 43390 mg/l (Exposure time: 48 h - Species: Daphnia magna)

Sulfur (7704-34-9)

LC50 fish 1	866 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
LC50 fish 2	< 14 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming	: No known ecological damage caused by this product.
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Flash Tube

Safety Data Sheet

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN0431 Articles, pyrotechnic (for technical purposes), 1.4, II

UN-No.(DOT) : UN0431

DOT Proper Shipping Name : Articles, pyrotechnic
for technical purposes

Department of Transportation (DOT) Hazard Classes : 1.4 - Class 1.4 - Explosives (with no significant blast hazard) 49 CFR 173.50

Hazard labels (DOT) : 1.4G - Explosive



Packing group (DOT) : II - Medium Danger

DOT Packaging Non Bulk (49 CFR 173.xxx) : 62

DOT Packaging Bulk (49 CFR 173.xxx) : None

DOT Packaging Exceptions (49 CFR 173.xxx) : None

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : Forbidden

DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 75 kg

DOT Vessel Stowage Location : 02 - The material may be stowed "on deck" or "under deck" on a cargo vessel (up to 12 passengers) and "on deck" in closed cargo transport units or "under deck" in closed cargo transport units on a passenger vessel.

DOT Vessel Stowage Other : 25 - Shade from radiant heat

SECTION 15: Regulatory information

15.1. US Federal regulations

Strontium nitrate (10042-76-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Potassium nitrate (7757-79-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Magnesium (7439-95-4)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Aluminum (7429-90-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Listed on SARA Section 313 (Specific toxic chemical listings)

SARA Section 313 - Emission Reporting	1.0 % (dust or fume only)
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Vinyl chloride-vinylidene chloride copolymer (9011-06-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

1,3,5,7-Tetraazatricyclo[3.3.1.1.3,7]decane (100-97-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Sulfur (7704-34-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Carbon black (1333-86-4)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Flash Tube

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Barium nitrate (10022-31-8)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Titanium (7440-32-6)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Ethanedioic acid, disodium salt (62-76-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State regulations

Carbon black (1333-86-4)

U.S. - California - Proposition 65 - Carcinogens List	U.S. - California - Proposition 65 - Developmental Toxicity	U.S. - California - Proposition 65 - Reproductive Toxicity - Female	U.S. - California - Proposition 65 - Reproductive Toxicity - Male	No significance risk level (NSRL)
Yes	No	No	No	

Strontium nitrate (10042-76-9)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Potassium nitrate (7757-79-1)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Magnesium (7439-95-4)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Aluminum (7429-90-5)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

1,3,5,7-Tetraazatricyclo[3.3.1.1^{3,7}]decane (100-97-0)

U.S. - New Jersey - Right to Know Hazardous Substance List

Sulfur (7704-34-9)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Carbon black (1333-86-4)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Barium nitrate (10022-31-8)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Titanium (7440-32-6)

U.S. - New Jersey - Right to Know Hazardous Substance List

Flash Tube

Safety Data Sheet

SECTION 16: Other information

Full text of H-phrases::

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Expl. 1.4	Explosive Category 1.4
Flam. Sol. 2	Flammable solids Category 2
Ox. Sol. 3	Oxidizing solids Category 3
Skin Irrit. 2	Skin corrosion/irritation Category 2
Skin Sens. 1	Skin sensitization Category 1
H204	Fire or projection hazard
H228	Flammable solid
H272	May intensify fire; oxidizer
H302	Harmful if swallowed
H315	Causes skin irritation
H317	May cause an allergic skin reaction
H402	Harmful to aquatic life

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



Fireball Airburst

Safety Data Sheet

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Fireball Airburst

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Pyrotechnic Article

1.3. Details of the supplier of the safety data sheet

RES Specialty Pyrotechnics, Inc.
21595 286th Street
Belle Plaine, MN 56011

1.4. Emergency telephone number

Emergency number : 952-873-3113

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Expl. 1.4 H204

Flam. Sol. 2 H228

Acute Tox. 4 (Oral) H302

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS01



GHS02



GHS07

Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H204 - Fire or projection hazard
H228 - Flammable solid
H302 - Harmful if swallowed

Precautionary statements (GHS-US) :

P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
P240 - Ground/bond container and receiving equipment
P241 - Use explosion-proof electrical/ventilating/lighting/equipment
P250 - Do not subject to grinding/shock/friction
P264 - Wash thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301 + P312 - If swallowed: Call a poison center/doctor if you feel unwell
P330 - Rinse mouth
P370+P378 - In case of fire: Use water to extinguish
P370+P380 - In case of fire: Evacuate area
P372 - Explosion risk in case of fire
P373 - DO NOT fight fire when fire reaches explosives
P374 - Fight fire with normal precautions from a reasonable distance
P401 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

Fireball Airburst

Safety Data Sheet

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Pyrotechnic mixtures in solid form containing fuels and oxidizers, pyrotechnic substances or a mixture of substances designed to produce an effect by heat, light, sound, gas, or smoke or a combination of these as the result of non-detonative self-sustaining exothermic chemical reactions. These items are classified as explosives 1.4G by the U.S. DOT. No chemical composition is exposed during normal handling, transportation and storage. The following components are present in these products as a pyrotechnic composition:

Name	Product identifier	%	Classification (GHS-US)
Lycopodium (powder)	(CAS No) 8023-70-9	0 - 90	Not classified
Potassium perchlorate	(CAS No) 7778-74-7	0 - 50	Not classified
Strontium nitrate	(CAS No) 10042-76-9	0 - 50	Not classified
Magnesium	(CAS No) 7439-95-4	0 - 40	Not classified
Titanium	(CAS No) 7440-32-6	0 - 19.25	Not classified
Aluminum	(CAS No) 7429-90-5	0 - 11.55	Not classified
Iron	(CAS No) 7439-89-6	0 - 6.82	Acute Tox. 4 (Oral), H302
Silicon	(CAS No) 7440-21-3	0 - 1.54	Not classified
Carbon	(CAS No) 7440-44-0	0 - 0.22	Not classified

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Medical attention is required. Remove to fresh air. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after skin contact	: No immediate medical attention is required. Remove contaminated clothing as needed and launder before reuse. Wash skin thoroughly with mild soap/water. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after eye contact	: Medical attention is required. Immediately flush eyes with plenty of water for 15 minutes. An eye wash kit is required at the workplace. Professional assistance by a doctor is needed if irritation persists.
First-aid measures after ingestion	: Medical attention is required. Professional assistance by a doctor is needed. Induce vomiting immediately (as directed by medical personnel). Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after skin contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after eye contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after ingestion	: Not anticipated under normal use conditions. If casing is broken, ingested dusts may cause irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Pyrotechnics are self oxidizing. Flood with water. Fire extinguisher (Class A) may be used. Do not use suffocation methods.
Unsuitable extinguishing media	: None.

5.2. Special hazards arising from the substance or mixture

Fire hazard	: May cause fire or explosion; strong oxidizer.
Explosion hazard	: These products will burn rapidly in the event of a fire. Fiery debris may be projected. Large quantities may explode in a fire.

5.3. Advice for firefighters

Protection during firefighting	: Firefighters should wear full protective gear.
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Fireball Airburst

Safety Data Sheet

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Spilled composition is highly combustible. In case a device is broken open and pyrotechnic composition is spilled: Keep away any possible ignition source such as open flames, sparks and lit cigarettes. Prevent possible electrostatic discharges (for example: do not use a synthetic dustpan and brush).
- Methods for cleaning up : Carefully pick up the material and place in a cardboard container. For dusts which may be released from a broken device, use dustless methods and place into a closed container for disposal. Take up wet and do not dry sweep or blow with compressed air. Care must be taken when using or disposing of chemical materials and/or their containers to prevent environmental contamination.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : All pyrotechnic devices should be handled with caution. Avoid open flames, smoking, friction, impact, excessive heat, electrostatic discharges, radio frequent interference and moisture.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

Pyrotechnics

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Aluminum (7429-90-5)		
ACGIH	ACGIH TWA (mg/m³)	1 mg/m³ (respirable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Magnesium (7439-95-4)		
ACGIH	Not applicable	
OSHA	Not applicable	
Silicon (7440-21-3)		
ACGIH	Not applicable	
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Lycopodium (powder) (8023-70-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Potassium perchlorate (7778-74-7)		
ACGIH	Not applicable	
OSHA	Not applicable	

Fireball Airburst

Safety Data Sheet

Titanium (7440-32-6)

ACGIH	Not applicable
OSHA	Not applicable

Strontium nitrate (10042-76-9)

ACGIH	Not applicable
OSHA	Not applicable

Carbon (7440-44-0)

ACGIH	Not applicable
OSHA	Not applicable

Iron (7439-89-6)

ACGIH	Not applicable
OSHA	Not applicable

8.2. Exposure controls

Appropriate engineering controls	: None required under normal product handling conditions.
Hand protection	: None required under normal product handling conditions.
Eye protection	: None required under normal product handling conditions.
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: None required under normal product handling conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Contained in cardboard casing.
Odor	: None
Odor threshold	: Not Applicable
pH	: Not Applicable
Relative evaporation rate (butyl acetate=1)	: Not Applicable
Melting point	: Not Applicable
Freezing point	: Not Applicable
Boiling point	: Not Applicable
Flash point	: Not Applicable
Auto-ignition temperature	: >150°C
Decomposition temperature	: Not Applicable
Flammability (solid, gas)	: No data available
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Solubility	: Not Applicable
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

Fireball Airburst

Safety Data Sheet

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Open flames, sparks, high temperatures, friction or impact, electrostatic discharges and radio frequent radiation.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Decomposition does not occur under normal circumstances during storage, transport and handling.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Oral: Harmful if swallowed.

Fireball Airburst	
ATE US (oral)	500.000 mg/kg body weight
Magnesium (7439-95-4)	
LD50 oral rat	230 mg/kg
Silicon (7440-21-3)	
LD50 oral rat	3160 mg/kg
Strontium nitrate (10042-76-9)	
LD50 oral rat	2750 mg/kg
Carbon (7440-44-0)	
LD50 oral rat	> 10000 mg/kg
Iron (7439-89-6)	
LD50 oral rat	984 mg/kg
ATE US (oral)	984.000 mg/kg

Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

No additional information available

Fireball Airburst

Safety Data Sheet

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT	
Transport document description	: UN0431 Articles, pyrotechnic (for technical purposes), 1.4, II
UN-No.(DOT)	: UN0431
DOT Proper Shipping Name	: Articles, pyrotechnic for technical purposes
Department of Transportation (DOT) Hazard Classes	: 1.4 - Class 1.4 - Explosives (with no significant blast hazard) 49 CFR 173.50
Hazard labels (DOT)	: 1.4G - Explosive
	
Packing group (DOT)	: II - Medium Danger
DOT Packaging Non Bulk (49 CFR 173.xxx)	: 62
DOT Packaging Bulk (49 CFR 173.xxx)	: None
DOT Packaging Exceptions (49 CFR 173.xxx)	: None
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27)	: Forbidden
DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75)	: 75 kg
DOT Vessel Stowage Location	: 02 - The material may be stowed "on deck" or "under deck" on a cargo vessel (up to 12 passengers) and "on deck" in closed cargo transport units or "under deck" in closed cargo transport units on a passenger vessel.
DOT Vessel Stowage Other	: 25 - Shade from radiant heat

Fireball Airburst

Safety Data Sheet

SECTION 15: Regulatory information

15.1. US Federal regulations

Aluminum (7429-90-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on SARA Section 313 (Specific toxic chemical listings)	
SARA Section 313 - Emission Reporting	1.0 % (dust or fume only)
Magnesium (7439-95-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Silicon (7440-21-3)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Potassium perchlorate (7778-74-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Titanium (7440-32-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Strontium nitrate (10042-76-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Carbon (7440-44-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Iron (7439-89-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.2. US State regulations

Aluminum (7429-90-5)	
U.S. - Massachusetts - Right To Know List	
U.S. - Minnesota - Hazardous Substance List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Magnesium (7439-95-4)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Silicon (7440-21-3)	
U.S. - Massachusetts - Right To Know List	
U.S. - Minnesota - Hazardous Substance List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Potassium perchlorate (7778-74-7)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Titanium (7440-32-6)	
U.S. - New Jersey - Right to Know Hazardous Substance List	
Strontium nitrate (10042-76-9)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

SECTION 16: Other information

Fireball Airburst

Safety Data Sheet

Full text of H-phrases::

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Expl. 1.4	Explosive Category 1.4
Flam. Sol. 2	Flammable solids Category 2
H204	Fire or projection hazard
H228	Flammable solid
H302	Harmful if swallowed

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Flame Projector

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Pyrotechnic Article

1.3. Details of the supplier of the safety data sheet

RES Specialty Pyrotechnics, Inc.
21595 286th Street
Belle Plaine, MN 56011

1.4. Emergency telephone number

Emergency number : 952-873-3113

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Expl. 1.4 H204
Acute Tox. 2 (Oral) H300
Acute Tox. 1 (Dermal) H310
Skin Sens. 1 H317
STOT RE 2 H373

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



Signal word (GHS-US) :

Danger

Hazard statements (GHS-US) :

H204 - Fire or projection hazard
H300+H310 - Fatal if swallowed or in contact with skin
H317 - May cause an allergic skin reaction
H373 - May cause damage to organs through prolonged or repeated exposure

Precautionary statements (GHS-US) :

P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
P240 - Ground/bond container and receiving equipment
P250 - Do not subject to grinding/shock/friction
P260 - Do not breathe dust/fume/gas/mist/vapors/spray
P262 - Do not get in eyes, on skin, or on clothing
P264 - Wash thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P272 - Contaminated work clothing must not be allowed out of the workplace
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301 + P310 - If swallowed: Immediately call a poison center/doctor
P302 + P352 - If on skin: Wash with plenty of water
P310 - Immediately call a poison center/doctor
P314 - Get medical advice/attention if you feel unwell
P330 - Rinse mouth
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention
P361 - Take off immediately all contaminated clothing
P362+P364 - Take off contaminated clothing and wash it before reuse
P363 - Wash contaminated clothing before reuse
P370+P380 - In case of fire: Evacuate area
P372 - Explosion risk in case of fire
P373 - DO NOT fight fire when fire reaches explosives
P374 - Fight fire with normal precautions from a reasonable distance
P405 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international

Flame Projector

Safety Data Sheet

regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Pyrotechnic mixtures in solid form containing fuels and oxidizers, pyrotechnic substances or a mixture of substances designed to produce an effect by heat, light, sound, gas, or smoke or a combination of these as the result of non-detonative self-sustaining exothermic chemical reactions. These items are classified as explosives 1.4G by the U.S. DOT. No chemical composition is exposed during normal handling, transportation and storage. The following components are present in these products as a pyrotechnic composition:

Name	Product identifier	%	Classification (GHS-US)
Nitroglycerin	(CAS No) 55-63-0	0 - 20	Unst. Expl, H200 Acute Tox. 2 (Oral), H300 Acute Tox. 1 (Dermal), H310 Acute Tox. 2 (Inhalation), H330 STOT RE 2, H373 Aquatic Chronic 2, H411
Urea, N,N'-diethyl-N,N'-diphenyl-	(CAS No) 85-98-3	0 - 20	Not classified
Diphenylamine	(CAS No) 122-39-4	0 - 20	Acute Tox. 3 (Oral), H301 Acute Tox. 3 (Dermal), H311 Acute Tox. 3 (Inhalation), H331 STOT RE 2, H373 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Nitrocellulose	(CAS No) 9004-70-0	0 - 20	Not classified
Rosin	(CAS No) 8050-09-7	0 - 20	Acute Tox. 1 (Oral), H300 Skin Sens. 1, H317
Strontium nitrate	(CAS No) 10042-76-9	0 - 2	Not classified
Aluminum	(CAS No) 7429-90-5	0 - 2	Not classified
Barium nitrate	(CAS No) 10022-31-8	0 - 2	Acute Tox. 4 (Oral), H302

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Medical attention is required. Remove to fresh air. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after skin contact	: No immediate medical attention is required. Remove contaminated clothing as needed and launder before reuse. Wash skin thoroughly with mild soap/water. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after eye contact	: Medical attention is required. Immediately flush eyes with plenty of water for 15 minutes. An eye wash kit is required at the workplace. Professional assistance by a doctor is needed if irritation persists.
First-aid measures after ingestion	: Medical attention is required. Professional assistance by a doctor is needed. Induce vomiting immediately (as directed by medical personnel). Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after skin contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after eye contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after ingestion	: Not anticipated under normal use conditions. If casing is broken, ingested dusts may cause irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

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SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Pyrotechnics are self oxidizing. Flood with water. Fire extinguisher (Class A) may be used. Do not use suffocation methods.

Unsuitable extinguishing media : None.

5.2. Special hazards arising from the substance or mixture

Fire hazard : May cause fire or explosion; strong oxidizer.

Explosion hazard : These products will burn rapidly in the event of a fire. Fiery debris may be projected. Large quantities may explode in a fire.

5.3. Advice for firefighters

Protection during firefighting : Firefighters should wear full protective gear.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

For containment : Spilled composition is highly combustible. In case a device is broken open and pyrotechnic composition is spilled: Keep away any possible ignition source such as open flames, sparks and lit cigarettes. Prevent possible electrostatic discharges (for example: do not use a synthetic dustpan and brush).

Methods for cleaning up : Carefully pick up the material and place in a cardboard container. For dusts which may be released from a broken device, use dustless methods and place into a closed container for disposal. Take up wet and do not dry sweep or blow with compressed air. Care must be taken when using or disposing of chemical materials and/or their containers to prevent environmental contamination.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : All pyrotechnic devices should be handled with caution. Avoid open flames, smoking, friction, impact, excessive heat, electrostatic discharges, radio frequent interference and moisture.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

Pyrotechnics

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Strontium nitrate (10042-76-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Nitroglycerin (55-63-0)		
ACGIH	ACGIH TWA (ppm)	0.05 ppm
OSHA	OSHA PEL (Ceiling) (mg/m³)	2 mg/m³
OSHA	OSHA PEL (Ceiling) (ppm)	0.2 ppm

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Urea, N,N'-diethyl-N,N'-diphenyl- (85-98-3)

ACGIH	Not applicable
OSHA	Not applicable

Diphenylamine (122-39-4)

ACGIH	ACGIH TWA (mg/m³)	10 mg/m³
OSHA	Not applicable	

Nitrocellulose (9004-70-0)

ACGIH	Not applicable
OSHA	Not applicable

Rosin (8050-09-7)

ACGIH	Not applicable
OSHA	Not applicable

Barium nitrate (10022-31-8)

ACGIH	Not applicable
OSHA	Not applicable

Aluminum (7429-90-5)

ACGIH	ACGIH TWA (mg/m³)	1 mg/m³ (respirable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)

8.2. Exposure controls

Appropriate engineering controls	: None required under normal product handling conditions.
Hand protection	: None required under normal product handling conditions.
Eye protection	: None required under normal product handling conditions.
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: None required under normal product handling conditions.

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Contained in cardboard casing.
Odor	: None
Odor threshold	: Not Applicable
pH	: Not Applicable
Relative evaporation rate (butyl acetate=1)	: Not Applicable
Melting point	: Not Applicable
Freezing point	: Not Applicable
Boiling point	: Not Applicable
Flash point	: Not Applicable
Auto-ignition temperature	: >150°C
Decomposition temperature	: Not Applicable
Flammability (solid, gas)	: No data available
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Solubility	: Not Applicable
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available

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Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Open flames, sparks, high temperatures, friction or impact, electrostatic discharges and radio frequent radiation.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Decomposition does not occur under normal circumstances during storage, transport and handling.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Oral: Fatal if swallowed. Dermal: Fatal in contact with skin.

Flame Projector	
ATE US (oral)	9.198 mg/kg body weight
ATE US (dermal)	24.590 mg/kg body weight
Strontium nitrate (10042-76-9)	
LD50 oral rat	2750 mg/kg
Nitroglycerin (55-63-0)	
LD50 oral rat	100 mg/kg
LD50 dermal rabbit	> 280 mg/kg
ATE US (oral)	5.000 mg/kg body weight
ATE US (dermal)	5.000 mg/kg body weight
ATE US (gases)	100.000 ppmV/4h
ATE US (vapors)	0.500 mg/l/4h
ATE US (dust, mist)	0.050 mg/l/4h
Urea, N,N'-diethyl-N,N'-diphenyl- (85-98-3)	
LD50 oral rat	2750 mg/kg
Diphenylamine (122-39-4)	
LD50 oral rat	1120 mg/kg
LD50 dermal rabbit	> 2000 mg/kg
ATE US (oral)	100.000 mg/kg body weight
ATE US (dermal)	300.000 mg/kg body weight
ATE US (gases)	700.000 ppmV/4h
ATE US (vapors)	3.000 mg/l/4h
ATE US (dust, mist)	0.500 mg/l/4h
Nitrocellulose (9004-70-0)	
LD50 oral rat	> 5 g/kg
Rosin (8050-09-7)	
LD50 oral rat	7600 mg/kg

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Rosin (8050-09-7)	
LD50 dermal rabbit	> 2500 mg/kg
LC50 inhalation rat (mg/l)	1.5 mg/l/4h
ATE US (oral)	3.000 mg/kg
Barium nitrate (10022-31-8)	
LD50 oral rat	355 mg/kg
ATE US (oral)	355.000 mg/kg body weight

Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: May cause an allergic skin reaction.
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified

Specific target organ toxicity (repeated exposure)	: May cause damage to organs through prolonged or repeated exposure.
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Aspiration hazard	: Not classified
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SECTION 12: Ecological information

12.1. Toxicity

Nitroglycerin (55-63-0)	
LC50 fish 1	0.87 - 3.25 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [flow-through])
EC50 Daphnia 1	46 - 55 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 fish 2	0.87 - 2.21 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 2	38 - 55 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
Diphenylamine (122-39-4)	
LC50 fish 1	3.47 - 4.14 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	1.69 - 2.46 mg/l (Exposure time: 48 h - Species: Daphnia magna)
Rosin (8050-09-7)	
EC50 Daphnia 1	3.8 - 5.4 mg/l (Exposure time: 48 h - Species: Daphnia magna)

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

Diphenylamine (122-39-4)	
BCF fish 1	51 - 253
Log Pow	3.5

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming	: No known ecological damage caused by this product.
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SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN0431 Articles, pyrotechnic (for technical purposes), 1.4, II

UN-No.(DOT) : UN0431

DOT Proper Shipping Name : Articles, pyrotechnic
for technical purposes

Department of Transportation (DOT) Hazard Classes : 1.4 - Class 1.4 - Explosives (with no significant blast hazard) 49 CFR 173.50

Hazard labels (DOT) : 1.4G - Explosive



Packing group (DOT) : II - Medium Danger

DOT Packaging Non Bulk (49 CFR 173.xxx) : 62

DOT Packaging Bulk (49 CFR 173.xxx) : None

DOT Packaging Exceptions (49 CFR 173.xxx) : None

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : Forbidden

DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 75 kg

DOT Vessel Stowage Location : 02 - The material may be stowed "on deck" or "under deck" on a cargo vessel (up to 12 passengers) and "on deck" in closed cargo transport units or "under deck" in closed cargo transport units on a passenger vessel.

DOT Vessel Stowage Other : 25 - Shade from radiant heat

SECTION 15: Regulatory information

15.1. US Federal regulations

Strontium nitrate (10042-76-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Nitroglycerin (55-63-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Listed on SARA Section 313 (Specific toxic chemical listings)

SARA Section 313 - Emission Reporting	1.0 %
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Urea, N,N'-diethyl-N,N'-diphenyl- (85-98-3)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Diphenylamine (122-39-4)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Listed on SARA Section 313 (Specific toxic chemical listings)

EPA TSCA Regulatory Flag	T - T - indicates a substance that is the subject of a Section 4 test rule under TSCA.
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SARA Section 313 - Emission Reporting	1.0 %
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Nitrocellulose (9004-70-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Rosin (8050-09-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

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Barium nitrate (10022-31-8)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Aluminum (7429-90-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Listed on SARA Section 313 (Specific toxic chemical listings)

SARA Section 313 - Emission Reporting	1.0 % (dust or fume only)
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15.2. US State regulations

Strontium nitrate (10042-76-9)

U.S. - Massachusetts - Right To Know List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

Nitroglycerin (55-63-0)

U.S. - Massachusetts - Right To Know List

U.S. - Minnesota - Hazardous Substance List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

Diphenylamine (122-39-4)

U.S. - Massachusetts - Right To Know List

U.S. - Minnesota - Hazardous Substance List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

Nitrocellulose (9004-70-0)

U.S. - Massachusetts - Right To Know List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

Rosin (8050-09-7)

U.S. - Minnesota - Hazardous Substance List

Barium nitrate (10022-31-8)

U.S. - Massachusetts - Right To Know List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

Aluminum (7429-90-5)

U.S. - Massachusetts - Right To Know List

U.S. - Minnesota - Hazardous Substance List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

Full text of H-phrases::

Acute Tox. 1 (Dermal)	Acute toxicity (dermal) Category 1
Acute Tox. 1 (Oral)	Acute toxicity (oral) Category 1
Acute Tox. 2 (Inhalation)	Acute toxicity (inhalation) Category 2
Acute Tox. 2 (Oral)	Acute toxicity (oral) Category 2
Acute Tox. 3 (Dermal)	Acute toxicity (dermal) Category 3
Acute Tox. 3 (Inhalation)	Acute toxicity (inhalation) Category 3
Acute Tox. 3 (Oral)	Acute toxicity (oral) Category 3
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Expl. 1.4	Explosive Category 1.4
Skin Sens. 1	Skin sensitization Category 1
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
Unst. Expl	Unstable explosives
H200	Unstable explosives

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H204	Fire or projection hazard
H300	Fatal if swallowed
H301	Toxic if swallowed
H302	Harmful if swallowed
H310	Fatal in contact with skin
H311	Toxic in contact with skin
H317	May cause an allergic skin reaction
H330	Fatal if inhaled
H331	Toxic if inhaled
H373	May cause damage to organs through prolonged or repeated exposure
H400	Very toxic to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H411	Toxic to aquatic life with long lasting effects

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



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SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Proximate Gerb Series: All Types

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Pyrotechnic Article

1.3. Details of the supplier of the safety data sheet

RES Specialty Pyrotechnics, Inc.
21595 286th Street
Belle Plaine, MN 56011

1.4. Emergency telephone number

Emergency number : 952-873-3113

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Expl. 1.4 H204
Ox. Sol. 3 H272
Acute Tox. 4 (Oral) H302
Skin Irrit. 2 H315

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS01



GHS03



GHS07

Signal word (GHS-US) : Warning

Hazard statements (GHS-US) :
H204 - Fire or projection hazard
H272 - May intensify fire; oxidizer
H302 - Harmful if swallowed
H315 - Causes skin irritation

Precautionary statements (GHS-US) :
P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
P220 - Keep/Store away from clothing/combustible materials
P221 - Take any precaution to avoid mixing with combustibles
P240 - Ground/bond container and receiving equipment
P250 - Do not subject to grinding/shock/friction
P264 - Wash thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301 + P312 - If swallowed: Call a poison center/doctor if you feel unwell
P302 + P352 - If on skin: Wash with plenty of water
P330 - Rinse mouth
P332+P313 - If skin irritation occurs: Get medical advice/attention
P362 - Take off contaminated clothing and wash before reuse
P370+P378 - In case of fire: Use water to extinguish
P370+P380 - In case of fire: Evacuate area
P372 - Explosion risk in case of fire
P373 - DO NOT fight fire when fire reaches explosives
P374 - Fight fire with normal precautions from a reasonable distance
P401 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Other hazards

No additional information available

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2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Pyrotechnic mixtures in solid form containing fuels and oxidizers, pyrotechnic substances or a mixture of substances designed to produce an effect by heat, light, sound, gas, or smoke or a combination of these as the result of non-detonative self-sustaining exothermic chemical reactions. These items are classified as explosives 1.4G by the U.S. DOT. No chemical composition is exposed during normal handling, transportation and storage. The following components are present in these products as a pyrotechnic composition:

Name	Product identifier	%	Classification (GHS-US)
Potassium nitrate	(CAS No) 7757-79-1	0 - 75	Ox. Sol. 3, H272 Aquatic Acute 3, H402
Barium nitrate	(CAS No) 10022-31-8	0 - 43	Acute Tox. 4 (Oral), H302
Strontium nitrate	(CAS No) 10042-76-9	0 - 43	Not classified
Titanium	(CAS No) 7440-32-6	0 - 29.75	Not classified
Sulfur	(CAS No) 7704-34-9	0 - 25	Skin Irrit. 2, H315
Magnesium	(CAS No) 7439-95-4	0 - 20	Not classified
Vinyl chloride-vinylidene chloride copolymer	(CAS No) 9011-06-7	0 - 17	Not classified
Starch	(CAS No) 9005-25-8	0 - 14	Not classified
Benzoic acid, potassium salt	(CAS No) 582-25-2	0 - 14	Not classified
Nitrocellulose	(CAS No) 9004-70-0	0 - 11	Not classified
Iron	(CAS No) 7439-89-6	0 - 10.54	Acute Tox. 4 (Oral), H302
Carbon black	(CAS No) 1333-86-4	0 - 10	Not classified
Red Gum	None	0 - 9	Not classified
Copper oxide (CuO)	(CAS No) 1317-38-0	0 - 5	Not classified
Aluminum	(CAS No) 7429-90-5	0 - 3.85	Not classified
Sodium bicarbonate	(CAS No) 144-55-8	0 - 3	Not classified
Silicon	(CAS No) 7440-21-3	0 - 2.38	Not classified
Carbon	(CAS No) 7440-44-0	0 - 0.34	Not classified

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Medical attention is required. Remove to fresh air. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after skin contact	: No immediate medical attention is required. Remove contaminated clothing as needed and launder before reuse. Wash skin thoroughly with mild soap/water. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after eye contact	: Medical attention is required. Immediately flush eyes with plenty of water for 15 minutes. An eye wash kit is required at the workplace. Professional assistance by a doctor is needed if irritation persists.
First-aid measures after ingestion	: Medical attention is required. Professional assistance by a doctor is needed. Induce vomiting immediately (as directed by medical personnel). Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after skin contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after eye contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after ingestion	: Not anticipated under normal use conditions. If casing is broken, ingested dusts may cause irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Pyrotechnics are self oxidizing. Flood with water. Fire extinguisher (Class A) may be used. Do not use suffocation methods.
Unsuitable extinguishing media	: None.

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5.2. Special hazards arising from the substance or mixture

- Fire hazard : May cause fire or explosion; strong oxidizer.
- Explosion hazard : These products will burn rapidly in the event of a fire. Fiery debris may be projected. Large quantities may explode in a fire.

5.3. Advice for firefighters

- Protection during firefighting : Firefighters should wear full protective gear.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Spilled composition is highly combustible. In case a device is broken open and pyrotechnic composition is spilled: Keep away any possible ignition source such as open flames, sparks and lit cigarettes. Prevent possible electrostatic discharges (for example: do not use a synthetic dustpan and brush).
- Methods for cleaning up : Carefully pick up the material and place in a cardboard container. For dusts which may be released from a broken device, use dustless methods and place into a closed container for disposal. Take up wet and do not dry sweep or blow with compressed air. Care must be taken when using or disposing of chemical materials and/or their containers to prevent environmental contamination.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : All pyrotechnic devices should be handled with caution. Avoid open flames, smoking, friction, impact, excessive heat, electrostatic discharges, radio frequent interference and moisture.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

Pyrotechnics

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Potassium nitrate (7757-79-1)		
ACGIH	Not applicable	
OSHA	Not applicable	
Magnesium (7439-95-4)		
ACGIH	Not applicable	
OSHA	Not applicable	
Aluminum (7429-90-5)		
ACGIH	ACGIH TWA (mg/m³)	1 mg/m³ (respirable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Vinyl chloride-vinylidene chloride copolymer (9011-06-7)		
ACGIH	Not applicable	
OSHA	Not applicable	

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Sulfur (7704-34-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Carbon black (1333-86-4)		
ACGIH	ACGIH TWA (mg/m³)	3 mg/m³ (inhalable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	3.5 mg/m³
Barium nitrate (10022-31-8)		
ACGIH	Not applicable	
OSHA	Not applicable	
Titanium (7440-32-6)		
ACGIH	Not applicable	
OSHA	Not applicable	
Copper oxide (CuO) (1317-38-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Sodium bicarbonate (144-55-8)		
ACGIH	Not applicable	
OSHA	Not applicable	
Strontium nitrate (10042-76-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Starch (9005-25-8)		
ACGIH	ACGIH TWA (mg/m³)	10 mg/m³
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Benzoic acid, potassium salt (582-25-2)		
ACGIH	Not applicable	
OSHA	Not applicable	
Nitrocellulose (9004-70-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Carbon (7440-44-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Iron (7439-89-6)		
ACGIH	Not applicable	
OSHA	Not applicable	
Silicon (7440-21-3)		
ACGIH	Not applicable	
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)

Proximate Gerb Series: All Types

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8.2. Exposure controls

Appropriate engineering controls	: None required under normal product handling conditions.
Hand protection	: None required under normal product handling conditions.
Eye protection	: None required under normal product handling conditions.
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: None required under normal product handling conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Contained in cardboard casing.
Odor	: None
Odor threshold	: Not Applicable
pH	: Not Applicable
Relative evaporation rate (butyl acetate=1)	: Not Applicable
Melting point	: Not Applicable
Freezing point	: Not Applicable
Boiling point	: Not Applicable
Flash point	: Not Applicable
Auto-ignition temperature	: >150°C
Decomposition temperature	: Not Applicable
Flammability (solid, gas)	: No data available
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Solubility	: Not Applicable
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Open flames, sparks, high temperatures, friction or impact, electrostatic discharges and radio frequent radiation.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Decomposition does not occur under normal circumstances during storage, transport and handling.

Proximate Gerb Series: All Types

Safety Data Sheet

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Oral: Harmful if swallowed.

Proximate Gerb Series: All Types	
ATE US (oral)	758.506 mg/kg body weight
Potassium nitrate (7757-79-1)	
LD50 oral rat	3015 mg/kg
ATE US (oral)	3015.000 mg/kg body weight
Magnesium (7439-95-4)	
LD50 oral rat	230 mg/kg

Sulfur (7704-34-9)	
LD50 oral rat	> 3000 mg/kg
LD50 dermal rabbit	> 2000 mg/kg
LC50 inhalation rat (mg/l)	> 9.23 mg/l/4h
Carbon black (1333-86-4)	
LD50 oral rat	> 15400 mg/kg
Barium nitrate (10022-31-8)	
LD50 oral rat	355 mg/kg
ATE US (oral)	355.000 mg/kg body weight

Sodium bicarbonate (144-55-8)	
LD50 oral rat	4220 mg/kg
ATE US (oral)	4220.000 mg/kg
Strontium nitrate (10042-76-9)	
LD50 oral rat	2750 mg/kg

Nitrocellulose (9004-70-0)	
LD50 oral rat	> 5 g/kg
Carbon (7440-44-0)	
LD50 oral rat	> 10000 mg/kg
Iron (7439-89-6)	
LD50 oral rat	984 mg/kg
ATE US (oral)	984.000 mg/kg
Silicon (7440-21-3)	
LD50 oral rat	3160 mg/kg

Skin corrosion/irritation
 Serious eye damage/irritation
 Respiratory or skin sensitization
 Germ cell mutagenicity
 Carcinogenicity

: Causes skin ir
 : Not classified
 : Not classified
 : Not classified
 : Not classified

Vinyl chloride-vinylidene chloride copolymer (9011-06-7)	
IARC group	3 - Not classifiable
Carbon black (1333-86-4)	
IARC group	2B - Possibly carcinogenic to humans
In OSHA Hazard Communication Carcinogen list	Yes

Reproductive toxicity : Not classified
 Specific target organ toxicity (single exposure) : Not classified

Proximate Gerb Series: All Types

Safety Data Sheet

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Sulfur (7704-34-9)	
LC50 fish 1	866 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
LC50 fish 2	< 14 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Sodium bicarbonate (144-55-8)	
LC50 fish 1	8250 - 9000 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 1	2350 mg/l (Exposure time: 48 h - Species: Daphnia magna)

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN0431 Articles, pyrotechnic (for technical purposes), 1.4, II

UN-No.(DOT) : UN0431

Proximate Gerb Series: All Types

Safety Data Sheet

DOT Proper Shipping Name	: Articles, pyrotechnic for technical purposes
Department of Transportation (DOT) Hazard Classes	: 1.4 - Class 1.4 - Explosives (with no significant blast hazard) 49 CFR 173.50
Hazard labels (DOT)	: 1.4G - Explosive



Packing group (DOT)	: II - Medium Danger
DOT Packaging Non Bulk (49 CFR 173.xxx)	: 62
DOT Packaging Bulk (49 CFR 173.xxx)	: None
DOT Packaging Exceptions (49 CFR 173.xxx)	: None
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27)	: Forbidden
DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75)	: 75 kg
DOT Vessel Stowage Location	: 02 - The material may be stowed "on deck" or "under deck" on a cargo vessel (up to 12 passengers) and "on deck" in closed cargo transport units or "under deck" in closed cargo transport units on a passenger vessel.
DOT Vessel Stowage Other	: 25 - Shade from radiant heat

SECTION 15: Regulatory information

15.1. US Federal regulations

Potassium nitrate (7757-79-1)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Magnesium (7439-95-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Aluminum (7429-90-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on SARA Section 313 (Specific toxic chemical listings)	
SARA Section 313 - Emission Reporting	1.0 % (dust or fume only)
Vinyl chloride-vinylidene chloride copolymer (9011-06-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Sulfur (7704-34-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Carbon black (1333-86-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Barium nitrate (10022-31-8)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Titanium (7440-32-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Copper oxide (CuO) (1317-38-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Sodium bicarbonate (144-55-8)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Strontium nitrate (10042-76-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Starch (9005-25-8)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Benzoic acid, potassium salt (582-25-2)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

Proximate Gerb Series: All Types

Safety Data Sheet

Nitrocellulose (9004-70-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Carbon (7440-44-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Iron (7439-89-6)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Silicon (7440-21-3)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State regulations

Carbon black (1333-86-4)

U.S. - California - Proposition 65 - Carcinogens List	U.S. - California - Proposition 65 - Developmental Toxicity	U.S. - California - Proposition 65 - Reproductive Toxicity - Female	U.S. - California - Proposition 65 - Reproductive Toxicity - Male	No significance risk level (NSRL)
Yes	No	No	No	

Potassium nitrate (7757-79-1)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Magnesium (7439-95-4)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Aluminum (7429-90-5)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Sulfur (7704-34-9)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Carbon black (1333-86-4)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Barium nitrate (10022-31-8)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Titanium (7440-32-6)

U.S. - New Jersey - Right to Know Hazardous Substance List

Strontium nitrate (10042-76-9)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Proximate Gerb Series: All Types

Safety Data Sheet

Starch (9005-25-8)

U.S. - Massachusetts - Right To Know List U.S.
- Minnesota - Hazardous Substance List U.S. -
Pennsylvania - RTK (Right to Know) List

Nitrocellulose (9004-70-0)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Silicon (7440-21-3)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

Full text of H-phrases::

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Expl. 1.4	Explosive Category 1.4
Ox. Sol. 3	Oxidizing solids Category 3
Skin Irrit. 2	Skin corrosion/irritation Category 2
H204	Fire or projection hazard
H272	May intensify fire; oxidizer
H302	Harmful if swallowed
H315	Causes skin irritation
H402	Harmful to aquatic life

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Proximate Mine Series: All Types
Multishot Plate: All Types

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Pyrotechnic Article

1.3. Details of the supplier of the safety data sheet

RES Specialty Pyrotechnics, Inc.
21595 286th Street
Belle Plaine, MN 56011

1.4. Emergency telephone number

Emergency number : 952-873-3113

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Expl. 1.4 H204
Ox. Sol. 3 H272
Acute Tox. 4 (Oral) H302
Skin Irrit. 2 H315

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS01



GHS03



GHS07

Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H204 - Fire or projection hazard
H272 - May intensify fire; oxidizer
H302 - Harmful if swallowed
H315 - Causes skin irritation

Precautionary statements (GHS-US) :

P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
P220 - Keep/Store away from clothing/combustible materials
P221 - Take any precaution to avoid mixing with combustibles
P240 - Ground/bond container and receiving equipment
P250 - Do not subject to grinding/shock/friction
P264 - Wash thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301 + P312 - If swallowed: Call a poison center/doctor if you feel unwell
P302 + P352 - If on skin: Wash with plenty of water
P330 - Rinse mouth
P332+P313 - If skin irritation occurs: Get medical advice/attention
P362 - Take off contaminated clothing and wash before reuse
P370+P378 - In case of fire: Use water to extinguish
P370+P380 - In case of fire: Evacuate area
P372 - Explosion risk in case of fire
P373 - DO NOT fight fire when fire reaches explosives
P374 - Fight fire with normal precautions from a reasonable distance
P401 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Pyrotechnic mixtures in solid form containing fuels and oxidizers, pyrotechnic substances or a mixture of substances designed to produce an effect by heat, light, sound, gas, or smoke or a combination of these as the result of non-detonative self-sustaining exothermic chemical reactions. These items are classified as explosives 1.4G by the U.S. DOT. No chemical composition is exposed during normal handling, transportation and storage. The following components are present in these products as a pyrotechnic composition:

Name	Product identifier	%	Classification (GHS-US)
Potassium nitrate	(CAS No) 7757-79-1	0 - 75	Ox. Sol. 3, H272 Aquatic Acute 3, H402
Potassium perchlorate	(CAS No) 7778-74-7	0 - 75	Not classified
Bismuth oxide (Bi ₂ O ₃)	(CAS No) 1304-76-3	0 - 72	Not classified
Strontium nitrate	(CAS No) 10042-76-9	0 - 50	Not classified
Barium nitrate	(CAS No) 10022-31-8	0 - 50	Acute Tox. 4 (Oral), H302
Nitrocellulose	(CAS No) 9004-70-0	0 - 25	Not classified
Magnesium	(CAS No) 7439-95-4	0 - 24	Not classified
Sulfur	(CAS No) 7704-34-9	0 - 21	Skin Irrit. 2, H315
Carbon black	(CAS No) 1333-86-4	0 - 15	Not classified
Vinyl chloride-vinylidene chloride copolymer	(CAS No) 9011-06-7	0 - 14	Not classified
Carbonic acid, strontium salt (1:1)	(CAS No) 1633-05-2	0 - 14	Not classified
Barium carbonate	(CAS No) 513-77-9	0 - 14	Acute Tox. 4 (Oral), H302
Copper oxide (CuO)	(CAS No) 1317-38-0	0 - 14	Not classified
Limestone	(CAS No) 1317-65-3	0 - 14	Not classified
Red Gum	None	0 - 11	Not classified
Titanium	(CAS No) 7440-32-6	0 - 10	Not classified
Aluminum	(CAS No) 7429-90-5	0 - 9	Not classified
Dextrin	None	0 - 5	Not classified
Sodium benzoate	(CAS No) 532-32-1	0 - 6	Not classified
Ethanedioic acid, disodium salt	(CAS No) 62-76-0	0 - 3	Not classified
Carbonic acid, magnesium salt (1:1)	(CAS No) 546-93-0	0 - 3	Not classified

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Medical attention is required. Remove to fresh air. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after skin contact	: No immediate medical attention is required. Remove contaminated clothing as needed and launder before reuse. Wash skin thoroughly with mild soap/water. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after eye contact	: Medical attention is required. Immediately flush eyes with plenty of water for 15 minutes. An eye wash kit is required at the workplace. Professional assistance by a doctor is needed if irritation persists.
First-aid measures after ingestion	: Medical attention is required. Professional assistance by a doctor is needed. Induce vomiting immediately (as directed by medical personnel). Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after skin contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after eye contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after ingestion	: Not anticipated under normal use conditions. If casing is broken, ingested dusts may cause irritation.

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

4.3. Most important symptoms and effects, both acute and delayed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Pyrotechnics are self oxidizing. Flood with water. Fire extinguisher (Class A) may be used. Do not use suffocation methods.

Unsuitable extinguishing media : None.

5.2. Special hazards arising from the substance or mixture

Fire hazard : May cause fire or explosion; strong oxidizer.

Explosion hazard : These products will burn rapidly in the event of a fire. Fiery debris may be projected. Large quantities may explode in a fire.

5.3. Advice for firefighters

Protection during firefighting : Firefighters should wear full protective gear.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

For containment : Spilled composition is highly combustible. In case a device is broken open and pyrotechnic composition is spilled: Keep away any possible ignition source such as open flames, sparks and lit cigarettes. Prevent possible electrostatic discharges (for example: do not use a synthetic dustpan and brush).

Methods for cleaning up : Carefully pick up the material and place in a cardboard container. For dusts which may be released from a broken device, use dustless methods and place into a closed container for disposal. Take up wet and do not dry sweep or blow with compressed air. Care must be taken when using or disposing of chemical materials and/or their containers to prevent environmental contamination.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : All pyrotechnic devices should be handled with caution. Avoid open flames, smoking, friction, impact, excessive heat, electrostatic discharges, radio frequent interference and moisture.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

Pyrotechnics

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Strontium nitrate (10042-76-9)

ACGIH	Not applicable
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OSHA	Not applicable
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Potassium nitrate (7757-79-1)

ACGIH	Not applicable
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Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

Potassium nitrate (7757-79-1)		
OSHA	Not applicable	
Magnesium (7439-95-4)		
ACGIH	Not applicable	
OSHA	Not applicable	
Aluminum (7429-90-5)		
ACGIH	ACGIH TWA (mg/m³)	1 mg/m³ (respirable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Vinyl chloride-vinylidene chloride copolymer (9011-06-7)		
ACGIH	Not applicable	
OSHA	Not applicable	
Sulfur (7704-34-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Carbon black (1333-86-4)		
ACGIH	ACGIH TWA (mg/m³)	3 mg/m³ (inhalable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	3.5 mg/m³
Barium nitrate (10022-31-8)		
ACGIH	Not applicable	
OSHA	Not applicable	
Titanium (7440-32-6)		
ACGIH	Not applicable	
OSHA	Not applicable	
Ethanedioic acid, disodium salt (62-76-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Barium carbonate (513-77-9)		
ACGIH	Not applicable	
OSHA	Not applicable	
Sodium benzoate (532-32-1)		
ACGIH	Not applicable	
OSHA	Not applicable	
Carbonic acid, strontium salt (1:1) (1633-05-2)		
ACGIH	Not applicable	
OSHA	Not applicable	
Bismuth oxide (Bi2O3) (1304-76-3)		
ACGIH	Not applicable	
OSHA	Not applicable	
Limestone (1317-65-3)		
ACGIH	Not applicable	

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

Limestone (1317-65-3)		
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Potassium perchlorate (7778-74-7)		
ACGIH	Not applicable	
OSHA	Not applicable	
Copper oxide (CuO) (1317-38-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Nitrocellulose (9004-70-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Carbonic acid, magnesium salt (1:1) (546-93-0)		
ACGIH	Not applicable	
OSHA	Not applicable	

8.2. Exposure controls

Appropriate engineering controls	: None required under normal product handling conditions.
Hand protection	: None required under normal product handling conditions.
Eye protection	: None required under normal product handling conditions.
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: None required under normal product handling conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Contained in cardboard casing.
Odor	: None
Odor threshold	: Not Applicable
pH	: Not Applicable
Relative evaporation rate (butyl acetate=1)	: Not Applicable
Melting point	: Not Applicable
Freezing point	: Not Applicable
Boiling point	: Not Applicable
Flash point	: Not Applicable
Auto-ignition temperature	: >150°C
Decomposition temperature	: Not Applicable
Flammability (solid, gas)	: No data available
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Solubility	: Not Applicable
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

Explosive limits : No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Open flames, sparks, high temperatures, friction or impact, electrostatic discharges and radio frequent radiation.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Decomposition does not occur under normal circumstances during storage, transport and handling.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Oral: Harmful if swallowed.

Proximate Mine Series: All Types	
ATE US (oral)	573.599 mg/kg body weight
Strontium nitrate (10042-76-9)	
LD50 oral rat	2750 mg/kg
Potassium nitrate (7757-79-1)	
LD50 oral rat	3015 mg/kg
ATE US (oral)	3015.000 mg/kg body weight
Magnesium (7439-95-4)	
LD50 oral rat	230 mg/kg
Sulfur (7704-34-9)	
LD50 oral rat	> 3000 mg/kg
LD50 dermal rabbit	> 2000 mg/kg
LC50 inhalation rat (mg/l)	> 9.23 mg/l/4h
Carbon black (1333-86-4)	
LD50 oral rat	> 15400 mg/kg
Barium nitrate (10022-31-8)	
LD50 oral rat	355 mg/kg
ATE US (oral)	355.000 mg/kg body weight
Ethanedioic acid, disodium salt (62-76-0)	
LD50 oral rat	11160 mg/kg
Barium carbonate (513-77-9)	
LD50 oral rat	418 mg/kg
ATE US (oral)	418.000 mg/kg body weight
Sodium benzoate (532-32-1)	
LD50 oral rat	4070 mg/kg
ATE US (oral)	2100.000 mg/kg body weight

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

Bismuth oxide (Bi₂O₃) (1304-76-3)	
LD50 oral rat	5 g/kg

Nitrocellulose (9004-70-0)	
LD50 oral rat	> 5 g/kg

Skin corrosion/irritation	: Causes skin irritation.
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

Vinyl chloride-vinylidene chloride copolymer (9011-06-7)	
IARC group	3 - Not classifiable

Carbon black (1333-86-4)	
IARC group	2B - Possibly carcinogenic to humans
In OSHA Hazard Communication Carcinogen list	Yes

Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified

Specific target organ toxicity (repeated exposure)	: Not classified
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Aspiration hazard	: Not classified
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SECTION 12: Ecological information

12.1. Toxicity

Sulfur (7704-34-9)	
LC50 fish 1	866 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
LC50 fish 2	< 14 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Sodium benzoate (532-32-1)	
LC50 fish 1	420 - 558 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	< 650 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 fish 2	> 100 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])

12.2. Persistence and degradability

No additional information available

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

12.3. Bioaccumulative potential

Sodium benzoate (532-32-1)

BCF fish 1	(no bioaccumulation)
Log Pow	-2.13

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN0431 Articles, pyrotechnic (for technical purposes), 1.4, II

UN-No.(DOT) : UN0431

DOT Proper Shipping Name : Articles, pyrotechnic
for technical purposes

Department of Transportation (DOT) Hazard Classes : 1.4 - Class 1.4 - Explosives (with no significant blast hazard) 49 CFR 173.50

Hazard labels (DOT) : 1.4G - Explosive



Packing group (DOT) : II - Medium Danger

DOT Packaging Non Bulk (49 CFR 173.xxx) : 62

DOT Packaging Bulk (49 CFR 173.xxx) : None

DOT Packaging Exceptions (49 CFR 173.xxx) : None

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : Forbidden

DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 75 kg

DOT Vessel Stowage Location : 02 - The material may be stowed "on deck" or "under deck" on a cargo vessel (up to 12 passengers) and "on deck" in closed cargo transport units or "under deck" in closed cargo transport units on a passenger vessel.

DOT Vessel Stowage Other : 25 - Shade from radiant heat

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

SECTION 15: Regulatory information

15.1. US Federal regulations

Strontium nitrate (10042-76-9)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Potassium nitrate (7757-79-1)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Magnesium (7439-95-4)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Aluminum (7429-90-5)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Listed on SARA Section 313 (Specific toxic chemical listings)		
SARA Section 313 - Emission Reporting	1.0 % (dust or fume only)	
Vinyl chloride-vinylidene chloride copolymer (9011-06-7)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Sulfur (7704-34-9)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Carbon black (1333-86-4)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Barium nitrate (10022-31-8)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Titanium (7440-32-6)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Ethanedioic acid, disodium salt (62-76-0)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Barium carbonate (513-77-9)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Sodium benzoate (532-32-1)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Carbonic acid, strontium salt (1:1) (1633-05-2)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Bismuth oxide (Bi₂O₃) (1304-76-3)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Limestone (1317-65-3)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Potassium perchlorate (7778-74-7)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Copper oxide (CuO) (1317-38-0)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Nitrocellulose (9004-70-0)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
Carbonic acid, magnesium salt (1:1) (546-93-0)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		

15.2. US State regulations

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

Carbon black (1333-86-4)				
U.S. - California - Proposition 65 - Carcinogens List	U.S. - California - Proposition 65 - Developmental Toxicity	U.S. - California - Proposition 65 - Reproductive Toxicity - Female	U.S. - California - Proposition 65 - Reproductive Toxicity - Male	No significance risk level (NSRL)
Yes	No	No	No	

Strontium nitrate (10042-76-9)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Potassium nitrate (7757-79-1)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Magnesium (7439-95-4)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Aluminum (7429-90-5)
U.S. - Massachusetts - Right To Know List U.S. - Minnesota - Hazardous Substance List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Sulfur (7704-34-9)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Carbon black (1333-86-4)
U.S. - Massachusetts - Right To Know List U.S. - Minnesota - Hazardous Substance List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Barium nitrate (10022-31-8)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Titanium (7440-32-6)
U.S. - New Jersey - Right to Know Hazardous Substance List

Limestone (1317-65-3)
U.S. - Massachusetts - Right To Know List U.S. - Minnesota - Hazardous Substance List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Potassium perchlorate (7778-74-7)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

Proximate Mine Series: All Types

Multishot Plate: All Types

Safety Data Sheet

Nitrocellulose (9004-70-0)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Carbonic acid, magnesium salt (1:1) (546-93-0)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List

SECTION 16: Other information

Full text of H-phrases::

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Expl. 1.4	Explosive Category 1.4
Ox. Sol. 3	Oxidizing solids Category 3
Skin Irrit. 2	Skin corrosion/irritation Category 2
H204	Fire or projection hazard
H272	May intensify fire; oxidizer
H302	Harmful if swallowed
H315	Causes skin irritation
H402	Harmful to aquatic life

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Whistle

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Pyrotechnic Article

1.3. Details of the supplier of the safety data sheet

RES Specialty Pyrotechnics, Inc.
21595 286th Street
Belle Plaine, MN 56011

1.4. Emergency telephone number

Emergency number : 952-873-3113

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Expl. 1.4 H204

Ox. Sol. 1 H271

Acute Tox. 4 (Oral) H302

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS01



GHS03



GHS07

Signal word (GHS-US) :

Danger

Hazard statements (GHS-US) :

H204 - Fire or projection hazard
H271 - May cause fire or explosion; strong oxidizer
H302 - Harmful if swallowed

Precautionary statements (GHS-US) :

P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
P220 - Keep/Store away from clothing/combustible materials
P221 - Take any precaution to avoid mixing with combustibles
P240 - Ground/bond container and receiving equipment
P250 - Do not subject to grinding/shock/friction
P264 - Wash thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P283 - Wear fire/flamm resistant/retardant clothing
P301 + P312 - If swallowed: Call a poison center/doctor if you feel unwell
P306+P360 - If on clothing: Rinse immediately contaminated clothing and skin with plenty of water before removing clothes
P330 - Rinse mouth
P370+P378 - In case of fire: Use water to extinguish
P370+P380 - In case of fire: Evacuate area
P371+P380+P375 - In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion
P372 - Explosion risk in case of fire
P373 - DO NOT fight fire when fire reaches explosives
P374 - Fight fire with normal precautions from a reasonable distance
P401 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Other hazards

No additional information available

Whistle

Safety Data Sheet

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Pyrotechnic mixtures in solid form containing fuels and oxidizers, pyrotechnic substances or a mixture of substances designed to produce an effect by heat, light, sound, gas, or smoke or a combination of these as the result of non-detonative self-sustaining exothermic chemical reactions. These items are classified as explosives 1.4G by the U.S. DOT. No chemical composition is exposed during normal handling, transportation and storage. The following components are present in these products as a pyrotechnic composition:

Name	Product identifier	%	Classification (GHS-US)
Potassium perchlorate	(CAS No) 7778-74-7	0 - 70	Not classified
Sodium salicylate	(CAS No) 54-21-7	0 - 30	Not classified
Bismuth oxide (Bi ₂ O ₃)	(CAS No) 1304-76-3	0 - 20	Not classified
Titanium	(CAS No) 7440-32-6	0 - 5	Not classified
Castor oil	(CAS No) 8001-79-4	0 - 4	Not classified
Copper oxide (CuO)	(CAS No) 1317-38-0	0 - 3	Not classified
Aluminum	(CAS No) 7429-90-5	0 - 2.4	Not classified
Magnesium	(CAS No) 7439-95-4	0 - 2.4	Not classified
Nitrocellulose	(CAS No) 9004-70-0	0 - 1	Not classified
Iron oxide (Fe ₂ O ₃)	(CAS No) 1309-37-1	0 - 1	Not classified

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Medical attention is required. Remove to fresh air. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after skin contact	: No immediate medical attention is required. Remove contaminated clothing as needed and launder before reuse. Wash skin thoroughly with mild soap/water. Professional assistance by a doctor is needed if irritation develops or persists.
First-aid measures after eye contact	: Medical attention is required. Immediately flush eyes with plenty of water for 15 minutes. An eye wash kit is required at the workplace. Professional assistance by a doctor is needed if irritation persists.
First-aid measures after ingestion	: Medical attention is required. Professional assistance by a doctor is needed. Induce vomiting immediately (as directed by medical personnel). Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after skin contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after eye contact	: Not anticipated under normal use conditions. If casing is broken, dusts may cause irritation.
Symptoms/injuries after ingestion	: Not anticipated under normal use conditions. If casing is broken, ingested dusts may cause irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Pyrotechnics are self oxidizing. Flood with water. Fire extinguisher (Class A) may be used. Do not use suffocation methods.
Unsuitable extinguishing media	: None.

5.2. Special hazards arising from the substance or mixture

Fire hazard	: May cause fire or explosion; strong oxidizer.
Explosion hazard	: These products will burn rapidly in the event of a fire. Fiery debris may be projected. Large quantities may explode in a fire.

5.3. Advice for firefighters

Protection during firefighting	: Firefighters should wear full protective gear.
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Whistle

Safety Data Sheet

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Spilled composition is highly combustible. In case a device is broken open and pyrotechnic composition is spilled: Keep away any possible ignition source such as open flames, sparks and lit cigarettes. Prevent possible electrostatic discharges (for example: do not use a synthetic dustpan and brush).
- Methods for cleaning up : Carefully pick up the material and place in a cardboard container. For dusts which may be released from a broken device, use dustless methods and place into a closed container for disposal. Take up wet and do not dry sweep or blow with compressed air. Care must be taken when using or disposing of chemical materials and/or their containers to prevent environmental contamination.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : All pyrotechnic devices should be handled with caution. Avoid open flames, smoking, friction, impact, excessive heat, electrostatic discharges, radio frequent interference and moisture.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

Pyrotechnics

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Magnesium (7439-95-4)		
ACGIH	Not applicable	
OSHA	Not applicable	
Aluminum (7429-90-5)		
ACGIH	ACGIH TWA (mg/m³)	1 mg/m³ (respirable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
Potassium perchlorate (7778-74-7)		
ACGIH	Not applicable	
OSHA	Not applicable	
Nitrocellulose (9004-70-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Bismuth oxide (Bi2O3) (1304-76-3)		
ACGIH	Not applicable	
OSHA	Not applicable	
Castor oil (8001-79-4)		
ACGIH	Not applicable	

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Castor oil (8001-79-4)		
OSHA	Not applicable	
Sodium salicylate (54-21-7)		
ACGIH	Not applicable	
OSHA	Not applicable	
Titanium (7440-32-6)		
ACGIH	Not applicable	
OSHA	Not applicable	
Copper oxide (CuO) (1317-38-0)		
ACGIH	Not applicable	
OSHA	Not applicable	
Iron oxide (Fe2O3) (1309-37-1)		
ACGIH	ACGIH TWA (mg/m³)	5 mg/m³ (respirable fraction)
OSHA	OSHA PEL (TWA) (mg/m³)	10 mg/m³ (fume) 15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)

8.2. Exposure controls

Appropriate engineering controls	: None required under normal product handling conditions.
Hand protection	: None required under normal product handling conditions.
Eye protection	: None required under normal product handling conditions.
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: None required under normal product handling conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Contained in cardboard casing.
Odor	: None
Odor threshold	: Not Applicable
pH	: Not Applicable
Relative evaporation rate (butyl acetate=1)	: Not Applicable
Melting point	: Not Applicable
Freezing point	: Not Applicable
Boiling point	: Not Applicable
Flash point	: Not Applicable
Auto-ignition temperature	: >150°C
Decomposition temperature	: Not Applicable
Flammability (solid, gas)	: No data available
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Solubility	: Not Applicable
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

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9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Open flames, sparks, high temperatures, friction or impact, electrostatic discharges and radio frequent radiation.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Decomposition does not occur under normal circumstances during storage, transport and handling.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Oral: Harmful if swallowed.

Whistle	
ATE US (oral)	500.000 mg/kg body weight
Magnesium (7439-95-4)	
LD50 oral rat	230 mg/kg

Nitrocellulose (9004-70-0)	
LD50 oral rat	> 5 g/kg
Bismuth oxide (Bi2O3) (1304-76-3)	
LD50 oral rat	5 g/kg

Sodium salicylate (54-21-7)	
LD50 oral rat	930 mg/kg

Iron oxide (Fe2O3) (1309-37-1)	
LD50 oral rat	> 10000 mg/kg

Skin corrosion/irritation : Not classified
Serious eye damage/irritation : Not classified
Respiratory or skin sensitization : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Not classified

Iron oxide (Fe2O3) (1309-37-1)	
IARC group	3 - Not classifiable

Reproductive toxicity : Not classified
Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Whistle

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Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Sodium salicylate (54-21-7)

LC50 fish 1 1270 - 1470 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

Sodium salicylate (54-21-7)

Log Pow 2.26

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN0431 Articles, pyrotechnic (for technical purposes), 1.4, II

UN-No.(DOT) : UN0431

DOT Proper Shipping Name : Articles, pyrotechnic
for technical purposes

Department of Transportation (DOT) Hazard Classes : 1.4 - Class 1.4 - Explosives (with no significant blast hazard) 49 CFR 173.50

Hazard labels (DOT) : 1.4G - Explosive



Packing group (DOT) : II - Medium Danger

DOT Packaging Non Bulk (49 CFR 173.xxx) : 62

DOT Packaging Bulk (49 CFR 173.xxx) : None

DOT Packaging Exceptions (49 CFR 173.xxx) : None

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : Forbidden

DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 75 kg

Whistle

Safety Data Sheet

DOT Vessel Stowage Location	: 02 - The material may be stowed "on deck" or "under deck" on a cargo vessel (up to 12 passengers) and "on deck" in closed cargo transport units or "under deck" in closed cargo transport units on a passenger vessel.
DOT Vessel Stowage Other	: 25 - Shade from radiant heat

SECTION 15: Regulatory information

15.1. US Federal regulations

Magnesium (7439-95-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Aluminum (7429-90-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on SARA Section 313 (Specific toxic chemical listings)	
SARA Section 313 - Emission Reporting	1.0 % (dust or fume only)
Potassium perchlorate (7778-74-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Nitrocellulose (9004-70-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Bismuth oxide (Bi₂O₃) (1304-76-3)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Castor oil (8001-79-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Sodium salicylate (54-21-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Titanium (7440-32-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Copper oxide (CuO) (1317-38-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Iron oxide (Fe₂O₃) (1309-37-1)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.2. US State regulations

Magnesium (7439-95-4)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Aluminum (7429-90-5)	
U.S. - Massachusetts - Right To Know List	
U.S. - Minnesota - Hazardous Substance List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Potassium perchlorate (7778-74-7)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Nitrocellulose (9004-70-0)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Titanium (7440-32-6)	
U.S. - New Jersey - Right to Know Hazardous Substance List	

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Iron oxide (Fe2O3) (1309-37-1)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

Full text of H-phrases::

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Expl. 1.4	Explosive Category 1.4
Ox. Sol. 1	Oxidizing solids Category 1
H204	Fire or projection hazard
H271	May cause fire or explosion; strong oxidizer
H302	Harmful if swallowed

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

NFPA 1126

Standard for the

Use of Pyrotechnics Before a Proximate Audience

2016 Edition

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NOTICE: An asterisk (*) following the number or letter designating a paragraph indicates that explanatory material on the paragraph can be found in Annex A.

A reference in brackets [] following a section or paragraph indicates material that has been extracted from another NFPA document. As an aid to the user, the complete title and edition of the source documents for extracts in mandatory sections of the document are given in Chapter 2 and those for extracts in informational sections are given in Annex E. Extracted text may be edited for consistency and style and may include the revision of internal paragraph references and other references as appropriate. Requests for interpretations or revisions of extracted text shall be sent to the technical committee responsible for the source document.

Information on referenced publications can be found in Chapter 2 and Annex E.

Chapter 1 Administration

1.1 Scope. This standard shall provide requirements for the protection of property, operators, performers, support personnel, and the viewing audiences where pyrotechnic effects are used indoors or outdoors with a proximate audience.

1.2 Purpose.

1.2.1 The purpose of this standard shall be to provide minimum requirements to the operators and manufacturers for the safe operation of pyrotechnic effects.

1.2.2* The purpose of this standard shall be to provide requirements for the reasonable protection of pyrotechnic operators, performers, support personnel, proximate audiences,

property, and buildings where pyrotechnics are used indoors or outdoors from safety and fire hazards.

1.2.2.1 The purpose of this standard shall be to provide guidelines to the authority having jurisdiction for approval of the use of pyrotechnics as specified in 1.2.2.

1.2.2.2 The purpose of this standard shall be to provide requirements for local permits.

1.3 Application.

1.3.1* This standard shall apply to the use of pyrotechnics in the performing arts in conjunction with theatrical, musical, or similar productions before a proximate audience, performers, or support personnel.

1.3.2 This standard shall apply to the performance specifications, instructions, notifications, and labeling by the manufacturer of pyrotechnics materials, devices, equipment, and supplies.

1.3.3 This standard shall apply to any indoor use of pyrotechnics.

1.3.4 This standard shall apply to any hybrid flame effect used before a proximate audience.

1.3.5 Application of NFPA 1123.

1.3.5.1 This standard shall apply to any outdoor use of pyrotechnics at distances less than those required by NFPA 1123.

1.3.5.2 The use of pyrotechnics before a proximate audience shall not be construed as a display of fireworks as regulated by NFPA 1123, except that any use of aerial shells as regulated by NFPA 1123 shall comply with the provisions of that code.

1.3.6 Application to Air Show Environments.

1.3.6.1 This standard shall apply to the installation and use of pyrotechnic devices on aircraft in a static display or as part of ground support acts during an air show when such devices are used at distances less than those specified in NFPA 1123.

1.3.6.2 Devices mounted to aircraft shall be mounted in a secure manner to maintain their proper position and orientation and to prevent the unintentional separation of the device from the aircraft.

1.3.6.3* This standard shall not apply to the use of pyrotechnic devices that have been mounted on aircraft once the aircraft is airborne and operating under the terms of a Federal Aviation Administration (FAA) waiver.

1.3.6.4* This standard shall not apply to the use of ground-based effects utilizing explosives, liquid fuels, or other combustibles in air show environments.

1.3.7 Application to the Entertainment Industry.

1.3.7.1 This standard shall apply to the video recording, audio recording, or filming of any television, radio, or movie production only where such production takes place before a proximate audience and includes the use of pyrotechnics.

1.3.7.2 Where there is no audience present, NFPA 140 shall be used to regulate any pyrotechnic use.

1.3.8 This standard shall apply to the rehearsal of any production in which pyrotechnics are used.

1.3.9 This standard shall not apply to the manufacture, transportation, or storage of fireworks at a manufacturing facility.

1.3.10 This standard shall not apply to the use of consumer fireworks by the general public.

1.3.11* This standard shall not apply to the manufacture, transportation, storage, and use of explosives.

1.3.12 This standard shall not apply to the transportation, handling, or use of pyrotechnics by the Armed Forces of the United States of America.

1.3.13 This standard shall not apply to the transportation of pyrotechnic materials and devices approved and governed by U.S. Department of Transportation regulations.

1.3.14* Application to Training.

1.3.14.1 This standard shall not apply to the use of pyrotechnics in training by the fire service, law enforcement, or similar government agencies.

1.3.14.2 This standard shall apply where there is a proximate audience that is not part of the live fire training evolution.

1.3.15 Applicability of NFPA 101.

1.3.15.1 Facilities in or at which pyrotechnics are to be used or stored shall comply with the applicable provisions of NFPA 101.

1.3.15.2 Pyrotechnics shall be permitted to be used in accordance with the provisions of NFPA 101, 13.7.3, where approved by the authority having jurisdiction.

1.3.16* This standard shall not apply to the use of flammable liquids and flammable gases in the performing arts.

1.3.17 This standard shall not apply to the manufacture of model rocket and high power rocket motors as covered in NFPA 1125.

1.3.18* This standard shall not apply to the design, construction, limitation of propellant mass and power, and reliability of all rocket motors, other than fireworks rockets, produced commercially for sale to or use by the public for purposes of education, recreation, and sporting competition.

1.3.19 This standard shall not apply to the sale and use of model rockets and model rocket motors used in conformance with NFPA 1122.

1.3.20 This standard shall not apply to the sale and use of high power sport rockets and high power sport rocket motors used in conformance with NFPA 1127.

1.3.21 This standard shall not apply to the use of firearms used in motion pictures, television, or other entertainment industries.

1.3.22 This standard shall apply to any portion or component of any hybrid flame effect that utilizes materials, devices, and methodologies governed by this standard.

1.3.23* This standard shall not apply to the use of flame effect materials as defined in NFPA 160.

1.4 Retroactivity. The provisions of this standard reflect a consensus of what is necessary to provide an acceptable degree of protection from the hazards addressed in this standard at the time the standard was issued.

1.4.1 Unless otherwise specified, the provisions of this standard shall not apply to facilities, equipment, structures, or installations that existed or were approved for construction or installation prior to the effective date of the standard. Where specified, the provisions of this standard shall be retroactive.

1.4.2 In those cases where the authority having jurisdiction determines that the existing situation presents an unacceptable degree of risk, the authority having jurisdiction shall be permitted to apply retroactively any portions of this standard deemed appropriate.

1.4.3 The retroactive requirements of this standard shall be permitted to be modified if their application clearly would be impractical in the judgment of the authority having jurisdiction, and only where it is clearly evident that a reasonable degree of safety is provided.

1.5 Equivalency. Nothing in this standard is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this standard.

1.5.1 Technical documentation shall be submitted to the authority having jurisdiction to demonstrate equivalency.

1.5.2 The system, method, or device shall be approved for the intended purpose by the authority having jurisdiction.

Chapter 2 Referenced Publications

2.1 General. The documents or portions thereof listed in this chapter are referenced within this standard and shall be considered part of the requirements of this document.

2.2 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 10, *Standard for Portable Fire Extinguishers*, 2013 edition.
NFPA 72®, *National Fire Alarm and Signaling Code*, 2016 edition.

NFPA 101®, *Life Safety Code*®, 2015 edition.
NFPA 140, *Standard on Motion Picture and Television Production Studio Soundstages, Approved Production Facilities, and Production Locations*, 2013 edition.

NFPA 160, *Standard for the Use of Flame Effects Before an Audience*, 2016 edition.

NFPA 1122, *Code for Model Rocketry*, 2013 edition.

NFPA 1123, *Code for Fireworks Display*, 2014 edition.

NFPA 1125, *Code for the Manufacture of Model Rocket and High Power Rocket Motors*, 2012 edition.

NFPA 1127, *Code for High Power Rocketry*, 2013 edition.

2.3 Other Publications.

2.3.1 U.S. Government Publications. U.S. Government Printing Office, Washington, DC 20402.

Title 27, Code of Federal Regulations, Part 55, Bureau of Alcohol, Tobacco, Firearms and Explosives, "Explosives Law and Regulations."

Title 27, Code of Federal Regulations, Subpart K.

Title 49, Code of Federal Regulations, Part 171 to End.

2.3.2 Other Publications.

Merriam-Webster's Collegiate Dictionary, 11th edition, Merriam-Webster, Inc., Springfield, MA, 2003.

2.4 References for Extracts in Mandatory Sections.

NFPA 1123, *Code for Fireworks Display*, 2014 edition.

Chapter 3 Definitions

3.1 General. The definitions contained in this chapter shall apply to the terms used in this standard. Where terms are not defined in this chapter or within another chapter, they shall be defined using their ordinarily accepted meanings within the context in which they are used. *Merriam-Webster's Collegiate Dictionary*, 11th edition, shall be the source for the ordinarily accepted meaning.

3.2 NFPA Official Definitions.

3.2.1* Approved. Acceptable to the authority having jurisdiction.

3.2.2* Authority Having Jurisdiction (AHJ). An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

3.2.3 Labeled. Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization that is acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of production of labeled equipment or materials, and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

3.2.4* Listed. Equipment, materials, or services included in a list published by an organization that is acceptable to the authority having jurisdiction and concerned with evaluation of products or services, that maintains periodic inspection of production of listed equipment or materials or periodic evaluation of services, and whose listing states that either the equipment, material, or service meets appropriate designated standards or has been tested and found suitable for a specified purpose.

3.2.5 Shall. Indicates a mandatory requirement.

3.2.6 Should. Indicates a recommendation or that which is advised but not required.

3.2.7 Standard. An NFPA Standard, the main text of which contains only mandatory provisions using the word "shall" to indicate requirements and that is in a form generally suitable for mandatory reference by another standard or code or for adoption into law. Nonmandatory provisions are not to be considered a part of the requirements of a standard and shall be located in an appendix, annex, footnote, informational note, or other means as permitted in the NFPA Manuals of Style. When used in a generic sense, such as in the phrase "standards development process" or "standards development activities," the term "standards" includes all NFPA Standards, including Codes, Standards, Recommended Practices, and Guides.

3.3 General Definitions.

3.3.1* Aerial Shell. A cartridge containing pyrotechnic composition, a burst charge, and an internal time fuse or

module that is propelled into the air from a mortar and that is intended to burst at or near apogee.

3.3.2 Airburst. A pyrotechnic device that is suspended in the air to simulate outdoor aerial fireworks shells without producing hazardous debris.

3.3.3 Assistant. A person who works under the supervision of the pyrotechnic operator.

3.3.4 Audience. Spectators whose primary purpose is to view a performance.

3.3.5 Binary Materials. See 3.3.6, Binary System.

3.3.6* Binary System. A two-component pyrotechnic system.

3.3.7 Black Powder. A low explosive consisting of an intimate mixture of potassium or sodium nitrate, charcoal, and sulfur.

3.3.8 Combustible. Capable of undergoing combustion.

3.3.9* Comet. A single pellet of pyrotechnic composition that is ignited and simultaneously propelled into the air from a mortar or tube.

3.3.10 Concussion Effect. A pyrotechnic effect that produces a loud noise and a violent jarring shock for dramatic effect.

3.3.11 Concussion Mortar. A device specifically designed and constructed, when loaded with pyrotechnic material, to produce a concussion effect.

3.3.12* Electric Match. An electric device that contains a small amount of pyrotechnic material that ignites when current flows through the device. [1123, 2014]

3.3.13* Electrical Firing System. Electrical equipment that provides and/or controls the ignition of pyrotechnics.

3.3.14* Fallout Area. The designated area in which hazardous debris is intended to fall after a pyrotechnic device is fired.

3.3.15* Fallout Radius. A line that defines the fallout area of a pyrotechnic device.

3.3.16 Fire (verb). To ignite pyrotechnics by using an electric match, electrical current, or some other means.

3.3.17* Flammable. A combustible that is capable of easily being ignited and rapidly consumed by fire.

3.3.18 Flare. A pyrotechnic device designed to produce a single source of intense light for a defined period of time.

3.3.19 Flash Pot. A device used with flashpowder that produces a flash of light and directs the flash.

3.3.20 Flashpowder. A specific pyrotechnic material in powder form composed of fuel(s) and oxidizer(s) that upon ignition produces a flash of light, sparkles, an audible report, or a combination of these effects.

3.3.21* Fuel. In pyrotechnics, anything combustible or acting as a chemical-reducing agent.

3.3.22 Gerb. A cylindrical preload pyrotechnic device, intended to produce a controlled spray of sparks with a reproducible and predictable duration, height, and diameter.

3.3.23* Hazardous Debris. Any debris produced or expelled by the functioning of a pyrotechnic device that is capable of causing personal injury or unpredicted property damage.

3.3.24* Holder. Any device used to hold a pyrotechnic device other than a mortar.

3.3.25* Hybrid Flame Effect. A flame effect that is used in combination with a pyrotechnic material or device.

3.3.26* Ingredient. A chemical used to create a pyrotechnic material.

3.3.27* Isolated Power Supplies. Ungrounded power supplies that provide electricity in which both wires are isolated from ground.

3.3.28* Lift Charge. The composition in a pyrotechnic device that propels (lifts) the effect into the air when ignited.

3.3.29 Magazine. A building or structure, other than an explosives manufacturing building, approved for the storage of explosive materials.

3.3.30* Mine. A device containing multiple pyrotechnic effects that are simultaneously ignited and dispersed into the air from a mortar or tube.

3.3.31 Mortar. A device used to direct and control the effect of the pyrotechnic material.

3.3.32 Oxidizer. Any material that readily yields oxygen or other oxidizing gas, or that readily reacts to promote or initiate combustion of combustible materials.

3.3.33* Performance. The enactment of a musical, dramatic, operatic, or other entertainment production.

3.3.34* Performer. Any person active in a performance during which pyrotechnics are used and who is not part of the audience or support personnel.

3.3.35* Permittee. The person or persons responsible for obtaining the required permits for a production that includes the use of pyrotechnics.

3.3.36 Preload. A pyrotechnic device supplied by the manufacturer in a ready-to-use condition.

3.3.37* Producer. An individual who has overall responsibility for the operation and management of the performance where the pyrotechnics are to be used.

3.3.38* Production. All the performances of a musical, dramatic, operatic, or other series of shows.

3.3.39 Proximate Audience. An audience closer to pyrotechnic devices than permitted by NFPA 1123.

3.3.40 Pyrotechnic Device. Any device containing pyrotechnic materials and capable of producing a special effect as defined in this standard.

3.3.41* Pyrotechnic Material (Pyrotechnic Special Effects Material). A chemical mixture that contains sufficient oxygen or oxidizing agent required to initiate or maintain combustion and is used in the entertainment industry to produce visible or audible effects by combustion, deflagration, or detonation.

3.3.42* Pyrotechnic Operator. The person who has overall responsibility for the operation and safety of a pyrotechnic display.

3.3.43 Pyrotechnic Special Effect. A special effect created through the use of pyrotechnic materials and devices. (*See also 3.3.47, Special Effect.*)

3.3.44 Pyrotechnics. Controlled exothermic chemical reactions that are timed to create the effects of heat, gas, sound, dispersion of aerosols, emission of visible electromagnetic radiation, or a combination of these effects to provide the maximum effect from the least volume.

3.3.45 Rehearsal. A practice performance during which no audience is present.

3.3.46 Saxon. A pyrotechnic device consisting of a tube that rotates around a pivot point to produce a circular shower of sparks.

3.3.47* Special Effect. A visual or audible effect used for entertainment purposes, often produced to create an illusion.

3.3.48* Support Personnel. Any individual who is not a performer or member of the audience.

3.3.49 Venue Manager. An individual who has overall responsibility for the operation and management of the facility where pyrotechnics are to be used in a performance.

3.3.50 Waterfall, Falls, Park Curtain. An effect of a cascade of sparks usually produced by multiple devices fired simultaneously.

3.3.51 Wheel. A pyrotechnic device that rotates on a central axis and that consists of multiple gerbs or rockets attached to a framework.

Chapter 4 Transportation of Pyrotechnic Materials

4.1 Transportation. All ingredients, pyrotechnic materials, and pyrotechnic devices shall be transported in accordance with U.S. Department of Transportation (U.S. DOT) 49 CFR and any state and local requirements.

Chapter 5 Storage of Pyrotechnic Materials and Devices

5.1 Storage Requirements.

5.1.1* All pyrotechnic materials and devices shall be stored in accordance with 27 CFR Subpart K (Federal Storage Regulation) and any state and local regulations.

5.1.2 If more pyrotechnic material than is needed for the performance is prepared by mixing a single unit, the excess mixed material shall be considered, handled, stored, and disposed of as a pyrotechnic material of the applicable explosive class as defined in 27 CFR 55.

5.2 In-Transit Requirements.

5.2.1 All pyrotechnic materials and devices not stored in magazines meeting the requirements of 27 CFR Subpart K shall remain in their prescribed U.S. Department of Transportation containers until it becomes necessary to set them up for a performance.

5.2.2 The time between removal from storage and actual use shall be the shortest time practicable with respect to the needs of a performance.

5.2.3 Pyrotechnic materials and devices shall be supervised, except where they are secured or inaccessible.

5.3 Separation Distance from Unprotected Heat Source or Open Flame. Pyrotechnic materials and devices shall not be

stored within 50 ft (15.3 m) of any unprotected source of heat or open flame.

Chapter 6 Permit Requirements and Operator Qualifications

6.1 Permit Requirements.

6.1.1 The requirements of this standard shall be used by the authority having jurisdiction to promote the safety of the production and the qualifications of the pyrotechnic operator.

6.1.2 The use of all pyrotechnics shall be approved by the authority having jurisdiction.

6.1.3 The authority having jurisdiction shall determine that measures are established to provide crowd management, security, fire protection, and other emergency services.

6.1.4 All planning and use of pyrotechnics shall be coordinated with the venue manager and producer.

6.2 Pyrotechnics Plans.

6.2.1 Before the performance of any production, the permittee shall submit a plan for the use of pyrotechnics to the authority having jurisdiction.

6.2.2 After a permit has been granted, the permittee shall keep the plan available at the site for safety inspectors or other designated agents of the authority having jurisdiction.

6.2.3 The addition of pyrotechnics to a performance or any change in the presentation of pyrotechnics, excluding the reduction in the number or size of the devices, shall require approval by the authority having jurisdiction.

6.2.4* Hybrid flame effects shall meet the requirements of 6.2.4.1 and 6.2.4.2.

6.2.4.1 That portion of the hybrid flame effect that is governed by NFPA 1126 shall meet all of the requirements of NFPA 1126.

6.2.4.2 That portion of the hybrid flame effect that is governed by NFPA 160 shall meet all of the requirements of NFPA 160.

6.3 Content of Plans.

6.3.1 The plan for the use of pyrotechnics shall be made in writing or such other form as is approved by the authority having jurisdiction.

6.3.2 The plan shall include the following:

- (1) Name of the person, group, or organization sponsoring the production
- (2) Date and time of day of the production
- (3) Exact location of the production
- (4) Name of the person actually in charge of firing the pyrotechnics (i.e., the pyrotechnic operator)
- (5) Number, names, and ages of all assistants who are to be present
- (6) Qualifications of the pyrotechnic operator
- (7) Pyrotechnic experience of the operator
- (8) Confirmation of any applicable state and federal licenses held by the operator or assistant(s)
- (9) Evidence of the permittee's insurance carrier or financial responsibility
- (10) Number and types of pyrotechnic devices and materials to be used, the operator's experience with those devices

and effects, and a definition of the general responsibilities of assistants

- (11) Diagram of the grounds or facilities where the production is to be held that shows the point at which the pyrotechnic devices are to be fired, the fallout radius for each pyrotechnic device used in the performance, and the lines behind which the audience is to be restrained
- (12) Point of on-site assembly of pyrotechnic devices
- (13) Manner and place of storage of the pyrotechnic materials and devices
- (14) Material safety data sheet (MSDS) for the pyrotechnic material(s) to be used
- (15) Certification that the set, scenery, and rigging materials are inherently flame-retardant or have been treated to achieve flame-retardancy
- (16) Certification that all materials worn by performers in the fallout area during use of pyrotechnic effects shall be inherently flame-retardant or have been treated to achieve flame-retardancy
- (17) In the case of a hybrid flame effect, identification of those portions of the flame effect that require compliance with NFPA 160 and those portions that require compliance with NFPA 1126

6.3.3* Plan Submission. All plans shall be submitted as soon as possible so that the authority having jurisdiction has time to be present and to notify other interested parties.

6.4 Pyrotechnics Demonstration.

6.4.1 Pre-Show Review and Demonstration.

6.4.1.1* Where required, a walk-through and a representative demonstration of the pyrotechnics shall be provided to the authority having jurisdiction before a permit is approved.

6.4.1.2 The authority having jurisdiction shall be permitted to waive this requirement based on past history, prior knowledge, and other factors, provided the authority is confident that the discharge of pyrotechnics can be conducted safely.

6.4.2 The demonstration shall be scheduled with sufficient time allowed to reset/reload the pyrotechnics before the arrival of the audience.

6.4.3 Fire Alarms.

6.4.3.1 Where the use of certain indoor pyrotechnics requires smoke detectors to be bypassed or air-handling systems to be disengaged, the fire department shall be notified and a fire department representative shall be present for the demonstration.

6.4.3.2 The individual responsible for the life safety systems of the building shall return those systems to normal operating conditions as soon as the likelihood of false alarms from the pyrotechnics has passed.

6.4.3.3 Alarm verification as described in 23.8.5.4.1 of NFPA 72 shall be allowed as a means of controlling false alarm initiation resulting from residual particulates suspended in the air.

6.5* Qualifications of Operators and Assistants.

6.5.1 All pyrotechnic operators shall be at least 21 years old and licensed or approved by the authority having jurisdiction in accordance with any and all applicable laws.

6.5.1.1 An applicant for licensing as an operator shall provide evidence of actual experience as an operator or assistant as part

of demonstrating competency to the authority having jurisdiction.

6.5.1.2 An applicant for licensing as an operator shall successfully complete a written examination of laws, regulations, and safety practices pertaining to the discharge of pyrotechnics, which shall be administered by the authority having jurisdiction, or otherwise shall demonstrate knowledge of these areas.

6.5.2 All assistants shall be at least 18 years old.

Chapter 7 Requirements for Manufacturers of Pyrotechnics and Associated Equipment

7.1 Pyrotechnic Product Information. The pyrotechnic operator shall use products provided with written information supplied by the manufacturer detailing the following information:

- (1) Name of the pyrotechnic device and a description of its effect
- (2) Performance characteristics (duration, height, and diameter of the effect) of the pyrotechnic device where used as specified, or, in the case of binary materials, where used in the specified amounts for the designated materials and equipment
- (3) Material safety data sheet (MSDS) for the pyrotechnic materials
- (4)* The manufacturer's statement regarding whether the pyrotechnic device or material is intended for indoor use and whether it is to be used with any cautions or special considerations
- (5) Instructions for the proper method(s) of placing, loading, and using the pyrotechnic device, including any cautions or special considerations
- (6) Name, address, and phone number of the manufacturer

7.2 Identification of Pyrotechnic Devices or Binary Systems.

7.2.1 All pyrotechnic products or binary systems used shall have been identified or marked by the manufacturer with the following information:

- (1) Name of the pyrotechnic device or binary system
- (2) Name, address, and phone number of the manufacturer
- (3) Statement describing the conditions of use and potential hazards
- (4)* Manufacturer's statement regarding whether the pyrotechnic device or binary system is intended for indoor use

7.2.2 The marking on the pyrotechnic device shall be of at least 6-point type size.

7.2.3 Where the pyrotechnic device is too small to bear the label specified in 7.2.1, this information shall be printed on the instruction sheet, shipping container, or packaging.

7.3 Pyrotechnic Equipment.

7.3.1 The pyrotechnic operator shall use equipment for which the manufacturer has provided instructions for use, including the ratings of the types and quantities of material(s) for those devices.

7.3.2 The pyrotechnic operator shall use electrical firing systems for which the manufacturer has provided instructions for the setup and use of the system with pyrotechnics.

7.4 Binary Materials.

7.4.1 Binary materials shall be premeasured and packaged by the manufacturer.

7.4.2 Binary materials intended for indoor use shall be labeled by the manufacturer as being intended for indoor use.

Chapter 8 Use of Pyrotechnics

8.1 General Fire Protection.

8.1.1* Portable Fire-Fighting Equipment. Four or more fire extinguishers of the classification and size as approved by the authority having jurisdiction shall be readily accessible while the pyrotechnics are being loaded, prepared for firing, or fired.

8.1.1.1* In all cases, at least two pressurized water, Class 2-A extinguishers and two Class 10-BC extinguishers shall be provided, in addition to those required by NFPA 10, for the building.

8.1.1.2 The extinguishers shall be placed so that at least one is located on each opposing side of the performance where pyrotechnics are used.

8.1.1.3 Additional fire-extinguishing equipment shall be provided as required by NFPA 10 and the authority having jurisdiction.

8.1.2 Personnel who have a working knowledge of the use of the applicable fire extinguishers shall be present while the pyrotechnics are being handled, used, or removed.

8.1.3 To prevent unauthorized personnel from gaining access to the pyrotechnics, the venue manager for the site shall provide a separate, lockable room or facility for the preparation of pyrotechnic materials and devices that has been approved by the authority having jurisdiction and that is acceptable to the pyrotechnic operator.

8.1.4 Provisions for lockable storage for pyrotechnics, approved by the authority having jurisdiction, also shall be provided.

8.1.5 No personnel shall use or handle pyrotechnic materials or devices while under the influence of intoxicating beverages, narcotics, controlled substances, or prescription or nonprescription drugs that can impair judgment.

8.1.6 Fire Detection and Life Safety Systems.

8.1.6.1 Portions of fire detection and life safety systems shall be permitted to be interrupted during the operation of temporarily installed pyrotechnic effects when the following conditions are met:

- (1) Approval by the authority having jurisdiction
- (2) Approval by the owner or owner's agent
- (3)* Presence of an approved fire watch capable of directing the operation of all fire detection and life safety systems installed in the building

8.1.6.2 Fire detection and life safety systems shall be permitted to be interrupted during the operation of permanently installed pyrotechnic effects only for initial acceptance of the system.

8.2 Firing Prerequisites.

8.2.1 Mounting.

8.2.1.1 All pyrotechnic devices shall be mounted in a secure manner to maintain their proper positions and orientations so that, when they are fired, the pyrotechnic effects described in the plan submitted by the permittee are produced.

8.2.1.2* Pyrotechnic devices shall be mounted so that no fall-out from the device endangers human lives, results in personal injury, or damages property.

8.2.2 Equipment.

8.2.2.1 Pyrotechnic materials shall be fired only from equipment specifically constructed for the purpose of firing pyrotechnic materials.

8.2.2.2 The pyrotechnic operator shall be responsible for selecting equipment and materials that are compatible.

8.2.2.3 Protection of Performer.

8.2.2.3.1 Where a pyrotechnic special effect is placed on or in contact with a performer's body, a means of shielding or containment adequate to prevent any injury to the performer shall be provided.

8.2.2.3.2 This protection shall be sufficient to protect against the normal functioning of the pyrotechnic special effect as well as any possible malfunction.

8.2.2.4 Converted electrical switch boxes, lamp sockets, lamp holders, plug fuses, or other similar thin-walled, brittle devices shall not be used for concussion mortars or flash pots.

8.2.3 Mixing of Binary Systems. Binary systems shall be mixed and used in accordance with the manufacturer's instructions.

8.2.3.1 Binary systems shall be mixed one unit at a time, and no more units than are needed for immediate use shall be mixed.

8.2.3.2 Binary systems shall be mixed only in the bottles supplied by the manufacturer.

8.2.3.3 No additional tools shall be used in the mixing of binary systems.

8.2.4 All holders shall be constructed and secured so that they remain in a fixed position when the pyrotechnic device is fired.

8.2.5 Mortars and Flash Pots.

8.2.5.1 Mortars and flash pots shall be constructed so that they do not fragment when the pyrotechnic material is fired and so that their shapes are not distorted after use.

8.2.5.2 Distorted mortars and flash pots shall not be used.

8.2.6 Before firing the pyrotechnic device, the pyrotechnic operator or designated performance security staff shall prevent unauthorized entry into the area where the special effects are to occur.

8.2.7 Rotating pyrotechnic devices, such as wheels and saxons, shall be mounted securely so that their rotation does not cause the holder to fail.

8.2.8 Rockets.

8.2.8.1 Where rockets are launched before a proximate audience, performers, or support personnel, the rockets shall be attached securely to a guide wire or cable with both ends attached and placed on an impact-resistant surface located at the terminal end of the guide.

8.2.8.2 The guide wire or cable required by 8.2.8.1 shall be of sufficient strength and flame resistance to withstand the exhaust from the rocket.

8.2.8.3 An effective arrangement to stop the rocket shall be provided.

8.2.9 Flares shall be placed so that any debris falls into a safe, flame-resistant area.

8.2.10 Comets and mines shall be fired so that the trajectory of their pyrotechnic material is not carried over the audience.

8.2.11 Waterfalls and gerbs shall be placed for firing so that no flammable materials are within their fallout area.

8.2.12 Pyrotechnic devices and materials used indoors shall be specifically manufactured and marked for indoor use by the manufacturer.

8.2.13 Airbursts shall be permitted to be fired above the audience, subject to the following conditions:

- (1) The airburst shall be suspended by a minimum 30-gauge metal wire that is attached securely to a secure support acceptable to the authority having jurisdiction.
- (2) The airburst shall occur at a minimum height of three times the diameter of the effect.
- (3) Where the effect is demonstrated, there shall be no burning or glowing particles less than 15 ft (4.6 m) above the floor.

8.3* Firing Safeguards.

8.3.1 Circuit Testers.

8.3.1.1 Circuit testers shall supply no more than 25 mA.

8.3.1.2 Circuit testers shall be permitted to include, but are not limited to, blasting galvanometers, low-current multimeters, or a firing system with a built-in circuit tester.

8.3.2 Power Sources.

8.3.2.1* Grounded power supplies that switch both sides of every electric match firing circuit or that are designed to fail safe upon detection of a ground fault shall be permitted to be used in firing systems.

8.3.2.2 Power sources used for firing pyrotechnic devices shall also be permitted to use batteries, isolated power supplies, or transformers.

8.3.2.3 Only pyrotechnic systems shall be used for pyrotechnic purposes.

8.3.3 All firing systems shall be designed to ensure against accidental firing by providing at least a two-step interlock in which no firing power can be applied to any firing circuit unless the operator intentionally does both of the following:

- (1) Enables or arms the firing system
- (2) Deliberately applies firing power

8.3.4* Electrical firing systems shall include a means that greatly reduces the possibility that unauthorized or unintentional firings can occur.

8.3.5 Communication.

8.3.5.1 Pyrotechnic devices shall be fired only when the area where the effect is to occur is in clear view of the pyrotechnic operator or an assistant who is in direct communication with the operator.

8.3.5.2* Direct communication with the pyrotechnic operator or assistant shall be permitted to be accomplished using signal lights or other nonverbal means of communication.

8.3.6* Warning lights or other signals shall be permitted to indicate the impending firing of a pyrotechnic effect.

8.3.7 Concussion mortars and concussion effects shall be secured by being placed under the stage or behind barricades made of equipment road cases to prevent access by the audience, performers, and support personnel.

8.3.8 While the authority having jurisdiction has the authority to stop the firing of pyrotechnics, the ultimate responsibility for firing shall be that of the pyrotechnic operator.

8.4 Separation Distances for Audiences.

8.4.1* Each pyrotechnic device fired during a performance shall be separated from the audience by a minimum of 15 ft (4.6 m) or twice the fallout radius of the device, whichever is greater, except where otherwise approved by the authority having jurisdiction.

8.4.2 Concussion mortars and concussion effects shall be separated from the audience by a minimum of 25 ft (7.6 m).

8.4.3 There shall be no glowing or flaming particles within 10 ft (3 m) of the audience.

8.5 Safety Precautions.

8.5.1 The premises where pyrotechnic materials and devices are handled and used shall be maintained in a neat and orderly condition and shall be kept free of any conditions that can create a fire hazard.

8.5.2 Shipping Container Inspection. The pyrotechnic operator shall inspect the containers in which all pyrotechnic materials and devices have been shipped.

8.5.2.1 Damaged pyrotechnic materials and devices shall not be used and shall be disposed of in accordance with the manufacturer's instructions.

8.5.2.2 Before disposal, shipping containers shall be inspected for loose pyrotechnic materials.

8.5.2.3 If a shipping container is found to contain loose pyrotechnic materials, it shall be disposed of in accordance with the manufacturer's instructions.

8.5.3 Storage Requirements.

8.5.3.1 Pyrotechnic materials and devices shall be stored in accordance with regulations promulgated by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF).

8.5.3.2 A closed vehicle, such as a truck, shall be permitted to be used for storage where permitted by ATF, state, or local regulations.

8.5.4 A quantity of pyrotechnics no greater than that needed for the production of special effects in one performance or rehearsal shall be removed from storage.

8.5.5 Smoking.

8.5.5.1 Smoking shall not be permitted within 25 ft (7.6 m) of the area where pyrotechnics are being handled or stored.

8.5.5.2 NO SMOKING signs shall be conspicuously posted.

8.5.5.3 Smoking by performers as part of the performance shall be permitted as blocked in rehearsals and approved by the pyrotechnic operator and the authority having jurisdiction.

8.5.6 No pyrotechnics shall be left unattended other than in a secured, approved location.

8.5.7* The pyrotechnic operator and assistants shall wear safety glasses and protective clothing applicable to the hazard associated with the material during preparation and loading of pyrotechnic devices.

8.6 Performance.

8.6.1 Safeguarding Performers.

8.6.1.1 The pyrotechnic effect operator shall advise all performers and support personnel that they are exposed to a potentially hazardous situation when performing or otherwise carrying out their responsibilities in the vicinity of a pyrotechnic effect.

8.6.1.2 Performers and support personnel familiar and experienced with the pyrotechnic effects being used shall be permitted to be in the area of a pyrotechnic effect, but only voluntarily and in the performance of their duties.

8.6.2 No part, projectile, or debris from the pyrotechnic material or device shall be propelled so that it damages overhead properties, overhead equipment, or the ceiling and walls of the performance site.

8.6.3 Final Pre-Performance Safety Procedures.

8.6.3.1 Immediately before any performance, the pyrotechnic operator shall make a final check of wiring, position(s), hook-ups, and pyrotechnic devices to ensure that they are in working order.

8.6.3.2 The pyrotechnic operator also shall verify safety distances.

8.6.4 The placement and wiring of all pyrotechnic devices shall be designed to minimize the possibility of performers and support personnel disturbing the devices during a performance.

8.6.5 The pyrotechnic operator shall exercise extreme care throughout the performance to ensure that the pyrotechnic devices function correctly and that the performers, support personnel, and audience are clear of the devices.

8.6.6 Smoke Control. When pyrotechnics are fired, the quantity of smoke developed shall be controlled so as not to obscure the visibility of exit signs or paths of egress.

8.7 Requirements After Performance.

8.7.1 Post-Performance Procedures.

8.7.1.1 Immediately after each performance and before support personnel remove any property related to a perform-

ance, the pyrotechnic operator shall verify that all pyrotechnic devices have been fired.

8.7.1.2 Any unfired pyrotechnic materials or devices shall be either fired or disposed of in accordance with the manufacturer's recommendations.

8.7.2 All unused pyrotechnics shall be disposed of in accordance with the manufacturer's instructions or returned to storage as soon as possible following the performance or rehearsal.

8.7.3 After all other properties and equipment relating to the production have been removed from the performance site, the pyrotechnic operator shall verify that the performance site is free of any pyrotechnic devices or materials.

8.7.4 Post-Performance Pyrotechnics Storage Requirement.

8.7.4.1 All pyrotechnics shall be stored properly for transportation to the next performance.

8.7.4.2 No pyrotechnics shall be transported unless such transportation meets U.S. Department of Transportation regulations.

8.7.5 Binary systems that have been mixed in excess of the needs of a rehearsal or performance shall be stored as an explosive of the applicable class or disposed of in accordance with the manufacturer's instructions. (*See Section 5.3 for storage requirements.*)

8.7.6 Life safety and other systems that have been disarmed or disengaged as specified by 6.4.3 and 8.1.6 shall be restored to normal operating condition as soon as the likelihood of false alarms from the use of pyrotechnics has passed.

8.7.7 The fire watch required by 8.1.6 shall remain present until the restoration of normal operating conditions has been verified.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A.1.2.2 NFPA 1126 does not address the potential health hazards of smoke from pyrotechnic reactions, ordinary combustion smoke, or concurrently used theatrical effects such as chemical fogs, dusts, or noise.

A.1.3.1 The circumstances of each show or attraction can be unique and can require individual evaluation when determining the need for protective systems. Factors such as the experience and qualifications of the operations and maintenance personnel, clearance distance between show elements and nonparticipants, visual conditions, and magnitude of the potential hazards are to be weighed in the development and presentation of the production.

A.1.3.6.3 While this standard applies where pyrotechnics are loaded or displayed on the ramp or as part of ground displays at distances less than those specified in NFPA 1123, it does not apply when an aircraft is airborne per the FAA waiver as outlined in 14 CFR 91.119(b) or 14 CFR 91.119(c). The requirements in 14 CFR 91.119(b) and 14 CFR 91.119(c) are that aircraft operate at a minimum of 500 ft (152 m) or 1000 ft (305 m) from the crowd lines and that aircraft do not overfly

the audience areas as part of the routine. Once the aircraft has returned to the ground, unfired and misfired devices should be handled in accordance with this standard.

A.1.3.6.4 For information and guidance on ground-based effects in air shows, refer to International Council on Air Shows (ICAS) *Guidelines for the Use of Pyrotechnics and Special Effects at Air Shows*, and NFPA 495.

A.1.3.11 For information on the manufacture, transportation, storage, and use of explosives, see NFPA 495.

A.1.3.14 For information on training uses for pyrotechnics, see NFPA 1403.

A.1.3.16 For information on flammable and combustible liquids, see NFPA 30. For information on storage and handling of liquefied petroleum gases, see NFPA 58.

A.1.3.18 For information on model rockets, see NFPA 1122.

A.1.3.23 For information on the individual or combined use of solid, liquid, or gaseous fuels in the entertainment industry, see NFPA 160. For information on flammable and combustible liquids, see NFPA 30. For information on storage and handling of liquefied petroleum gases, see NFPA 58. For information on the installation of fuel gas piping systems and equipment, see NFPA 54.

A.3.2.1 Approved. The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

A.3.2.2 Authority Having Jurisdiction (AHJ). The phrase "authority having jurisdiction," or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

A.3.2.4 Listed. The means for identifying listed equipment may vary for each organization concerned with product evaluation; some organizations do not recognize equipment as listed unless it is also labeled. The authority having jurisdiction should utilize the system employed by the listing organization to identify a listed product.

A.3.3.1 Aerial Shell. Comets and mines are not aerial shells. The shells are most commonly 3 in. to 6 in. (76 mm to

152 mm) outside diameter and are fired from mortars. Upon firing, the fuse and lift charge are consumed.

A.3.3.6 Binary System. These items are shipped as separate ingredients: an oxidizer and a fuel. The ingredients do not become a pyrotechnic material until they are mixed.

A.3.3.9 Comet. A comet is not an aerial shell or mine. Comets frequently leave a trail of sparks as they rise in the air, and they sometimes burst into smaller fragments at their zenith. A comet is self-consuming as it rises into the air and can be designed to split apart.

A.3.3.12 Electric Match. When a sufficient electric current is passed through the wire circuit, the heat that is generated ignites the pyrotechnic composition, producing a small burst of flame. This flame can be used to ignite a fuse or a lift charge in a fireworks device. For the purposes of this standard, the term *electric match* also refers to other similar technologies in which an electric current is used to produce a high temperature for ignition purposes. [1123, 2014]

A.3.3.13 Electrical Firing System. In an electrical system, the electrical firing system is the source of electric current used to initiate electric matches or other devices. Generally, the electrical firing system has components, such as a primary key switch, test circuits, warning indicators, cables, isolation transformers, and switches to control the routing of the current to various pyrotechnics.

A.3.3.14 Fallout Area. The fallout area is defined as a circle that, in turn, is defined by the fallout radius.

A.3.3.15 Fallout Radius. The line is defined by two points. The first point is at the center of a pyrotechnic device. The second point is the point most distant from the center of the pyrotechnic device at which any hazardous debris from the device can fall.

A.3.3.17 Flammable. Flammables can be solids, liquids, or gases exhibiting these qualities.

A.3.3.21 Fuel. Examples of fuels include sulfur, aluminum powder, iron powder, charcoal, magnesium, gums, and organic plastic binders. Fuels are an ingredient of pyrotechnic materials.

A.3.3.23 Hazardous Debris. This includes, but is not limited to, hot sparks, heavy casing fragments, and unignited components. Materials such as confetti, lightweight foam pieces, feathers, or novelties are not to be construed as hazardous debris.

A.3.3.24 Holder. The purpose of a holder is to maintain the position of a pyrotechnic device. Holders hold preloads, which are self-contained. A holder is not to be construed to be a mortar.

A.3.3.25 Hybrid Flame Effect. Special effects that use any of the fuels allowed by NFPA 160, but are initiated or directly ignited by means of a pyrotechnic device are common examples of a hybrid flame effect. One example of a hybrid flame effect is one that uses a pyrotechnic device or igniter to provide the initial flame to light a supervised pilot burner, which, when ignited, can be then proven by a conventional flame safeguard or other means. Often this hybrid configuration is used where the pilot burner is in and/or around water or spray, and conventional ignition means have been determined to be unreliable or to utilize voltages or currents that provide a risk of hazard to persons in and around the water. In other instances,

this configuration might be used for added reliability, operational integration, or simply for convenience. In any of these instances, the pyrotechnic igniter is used under the requirements of NFPA 1126 and is installed, maintained, and operated to meet the requirements of both NFPA 1126 and the AHJ. The flame effect itself, regardless of the fuel it uses, is designed, installed, maintained, and operated to meet the requirements of both NFPA 160 and the AHJ.

A second example of a hybrid flame effect is one that utilizes a combustible dust, initially aerosolized and propelled out the end of the burner nozzle by a charge of compressed air and ignited as it passes through a field of burning metal sparks generated by yet another pyrotechnic device. Dust or powder fuel is an acceptable flame effect material under this standard. What causes this effect to be classified as a hybrid flame effect is that the pyrotechnic ignition device(s) falls under the purview of NFPA 1126. (Note that if a gas pilot burner, or even a burning brand were used to ignite an aerosolized powder, this flame effect would not be considered hybrid and would fall entirely under the scope of NFPA 160.)

A third example is an often-used flame effect that is typically limited to outdoor use and utilizes flammable or combustible liquid as a fuel. This would be an acceptable flame effect material under NFPA 160. The fuel is contained in a nonporous bag and placed inside a suitable open-topped container that serves as a "mortar" or burner nozzle. Upon firing, the liquid is freed from the bag, lifted from the barrel, and aerosolized by means of a substantial black powder lifting charge. A second pyrotechnic device might or might not be used to ensure ignition of the fuel at the mouth of the container. What causes this effect to be classified as a hybrid flame effect is that the aerosolizing and igniting charges fall under the purview of NFPA 1126, or, depending upon the particular composition and quantity of the charge in use, possibly NFPA 1123 or NFPA 495. Additionally, the storage and/or handling of the liquid fuel would be governed by the requirements of NFPA 30. (Note that if a compressed air charge was used to aerosolize the liquid and a gas-fired pilot burner or even a burning brand was used to ignite the aerosol, this flame effect would not be considered hybrid and would fall entirely under the scope of NFPA 160.)

A.3.3.26 Ingredient. Such a chemical is not itself a pyrotechnic material.

A.3.3.27 Isolated Power Supply. An ungrounded generator, an ungrounded dc-to-ac converter, or commercial power supplied through an isolation transformer.

A.3.3.28 Lift Charge. The lift charge usually consists of a Black Powder charge.

A.3.3.30 Mine. A mine is not an aerial shell or comet.

A.3.3.33 Performance. The enactment begins and progresses to its end according to a script, plan, or other preconceived list of events. A performance can include encores.

A.3.3.34 Performer. Performers can include, but are not limited to, actors, singers, musicians, and acrobats.

A.3.3.35 Permittee. The permittee can vary from jurisdiction to jurisdiction. The pyrotechnic operator is not necessarily the permittee.

A.3.3.37 Producer. Generally, the producer is an employee of the promotion company, entertainment company, festival, theme park, or other entertainment group.

A.3.3.38 Production. There are two types of productions: fixed and touring.

A.3.3.41 Pyrotechnic Material (Pyrotechnic Special Effects Material). Such a chemical mixture consists predominantly of solids capable of producing a controlled, self-sustaining, and self-contained exothermic chemical reaction that results in heat, gas, sound, light, or a combination of these effects. The chemical reaction functions without external oxygen.

A.3.3.42 Pyrotechnic Operator. The operator is also responsible for storing, setting up, and removing pyrotechnic materials and devices after a performance.

A.3.3.47 Special Effect. For example, smoke might be produced to create the impression of fog being present, or a puff of smoke, a flash of light, and a loud sound might be produced to create the impression that a cannon has been fired.

A.3.3.48 Support Personnel. Among others, support personnel include the road crew of any production, stage hands, property masters, security guards, fire watch officers, janitors, or any other employee.

A.5.1.1 Binary systems are usually supplied in fuel and oxidizer packages, which are intended to be mixed as single units of fixed size.

A.6.2.4 Where the standards impose different requirements, the most stringent requirement should be the one used, unless otherwise approved by the AHJ.

A.6.3.3 Advance notice should be given no less than 24 hours prior to an event. In some instances, the authority having jurisdiction can waive the 24-hour time period for advance notice.

A.6.4.1.1 The AHJ should invite the local responding fire companies to witness the demonstration so they are familiar with the potential hazards involved.

A.6.5 See Annex C for additional requirements on licensing pyrotechnic operators.

A.7.1(4) Pyrotechnics intended for indoor use can be used outdoors.

A.7.2.1(4) Chemicals and compounds that are not recommended for indoor use other than in trace quantities include, but are not limited to, antimony, arsenic, cadmium, chromium, lead, mercury, nickel, selenium, zinc, and their compounds; naphthalene; or any dye rated as a carcinogen.

Pyrotechnics intended for indoor use can be used outdoors.

A.8.1.1 Attempting to extinguish pyrotechnic fires is not recommended. Fire extinguishers should be chosen to fight potential secondary fires.

A.8.1.1.1 It is often helpful, depending on the type of effect, to have one or more water sprayers (atomizers) sized according to the effect to be present for minor occurrences.

A.8.1.6.1(3) A fire watch is a qualified person or persons in attendance during all times when fixed fire detection systems are intentionally taken out of operation, and should be acceptable to the authority having jurisdiction. The fire watch should be familiar with the operation of all fire and life safety systems in the building and be able to notify emergency responders.

A.8.2.1.2 Deliberate destruction of properties or portions of the set, where destroyed as part of the special effects, should not be construed as property damage.

A.8.3 The source used for testing match continuity should be separate from the firing power supply and must be strictly incapable of producing more than 25 mA. Electromagnetic induced currents in firing circuit wiring can be reduced by utilizing one or more of the following methods:

- (1) Use of twisted pair
- (2) Use of shielded wire, with the shield bonded to earth ground
- (3) Running the wire through metal conduit that is bonded to earth ground
- (4) Shunting as near to the electric match as practical

Firing power sources used for firing pyrotechnic devices should be restricted to the following:

- (1) Batteries
- (2) Low-voltage dc power supplies
- (3) Transformers incorporating an electrostatic shield between the primary and secondary winding, with the shield connected to ground

The firing power source, be it ac or dc, and regardless of the voltage level, should be grounded and fused such that a ground fault in the firing circuit cannot cause unintentional ignition. Firing circuit design should be such that neither ignitor lead is electrically connected to the firing power source until ignition is intended. It should not be permitted to wire one side of multiple match terminals together, then to switch current to the other terminal of the ignitor. Switching of one line is permitted if there is only one ignitor in the system or if there is only one match per firing power source. Suggested firing circuit is shown in Figure A.8.3.

A.8.3.2.1 A show control system can be used to sequence a dedicated pyrotechnic system, but the show control system cannot initiate the pyrotechnic system directly.

A.8.3.4 Common techniques include a key-operated switch or similar device. Switches should have labels under or above each switch. The labels should use either letters or numbers.

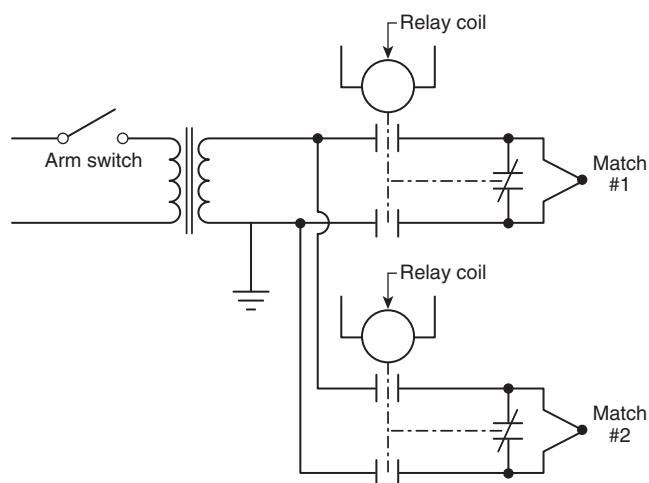


FIGURE A.8.3 Suggested Firing Circuit. Note that the relay contacts shown can be replaced by solid state switching devices. (Circuitry for test currents is omitted for clarity.)

A.8.3.5.2 For shows that will require direct communications, a safety meeting should take place to determine signals and or communications for stopping or postponing the show due to safety concerns. Those present at the meeting should be the operator and the AHJ as well as other necessary support personnel.

A.8.3.6 Warning lights should be used for warning support personnel of the presence of concussion special effects.

A.8.4.1 A pyrotechnic device with a 10 ft (3 m) fallout radius should be separated from the audience by a minimum distance of 20 ft (6 m).

A.8.5.7 Protective clothing should include long-sleeved shirts and long pants made of 100 percent cotton, leather, or other materials with equivalent flammability, melting, thermal, or static-reducing protective characteristics.

Annex B Inspection Requirements

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

B.1 Inspection Requirements. The authority having jurisdiction, who is required to judge the safety of any production, might or might not be familiar with pyrotechnic special effects. The following guidelines are provided as a possible inspection routine that can be used as a model:

- (1) Access
 - (a) Fire lane kept clear
 - (b) Hydrants not blocked
 - (c) Fire department connections clear
 - (d) Standpipe connections clear
 - (e) At least two fire extinguishers provided
 - (f) Extinguishing equipment charged and in good working order
 - (g) Warning signs
- (2) Exits
 - (a) All designated exits clear
 - (b) Exits visible
- (3) Pyrotechnic materials and devices
 - (a) Proper and current license in the possession of the pyrotechnic operator
 - (b) Permit on site
 - (c) Fire department briefed on proposed activity
 - (d) Proper ventilation
- (4) Electrical
 - (a) Cords and connections in good condition
 - (b) Power supply operational and in good condition
 - (c) Pyrotechnic firing mechanism in good working order
- (5) Flameproofing
 - (a) Set and scenic materials treated for flame retardance
 - (b) Burlap or other protective materials used for rigging treated for flame retardance

Annex C Licensing Requirements for Pyrotechnic Operators

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

C.1 Pyrotechnic Experience. A license should be granted only to an individual who has actively participated in the setup and loading of at least five performances where pyrotechnic special effects were used. (The issuing office can substitute an alternative number of performances.)

C.2 Formal Requirements. A license should be granted only to an individual who has met at least one of the following requirements:

- (1) Successful completion of a comprehensive written examination covering this standard and state laws pertaining to the use of pyrotechnic special effects
- (2) Receipt of a competency certificate from a national organization that promotes the safe use of pyrotechnic special effects
- (3) Possession of a license for the use of pyrotechnic special effects issued by another state

C.3 Provisions for License Renewal. A license should not be renewed unless the applicant's record proves active participation in at least three pyrotechnic special effect performances during the past 4 years and that those performances were conducted in a safe manner. The pyrotechnic uses can be of either the indoor or outdoor type.

C.4 27 CFR Part 555.62. A license or permit issued under this part confers no right or privilege to conduct business or operations, including storage, contrary to state or other law. The holder of a license or permit issued under this part is not, by reason of the rights and privileges granted by that license or permit, immune from punishment for conducting an explosive materials business or operations in violation of the provisions of any state or other law. Similarly, compliance with the provisions of any state or other law affords no immunity under federal law or regulations.

Annex D Glossary

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

D.1 Common Industry Terms. The following terms are not necessarily inclusive of all the terms used in the pyrotechnic special effects industry.

D.1.1 Articles Pyrotechnic (as Defined in Part 555.11 of 27 CFR). Pyrotechnic devices for professional use similar to consumer fireworks in chemical composition and construction but not intended for consumer use. Such articles meeting the weight limits for consumer fireworks but not labeled as such and classified by U.S. Department of Transportation regulations in 49 CFR 172.101 as UN0431 or UN0432.

D.1.2 Alternating Current (ac). An electrical current that reverses direction in a circuit at regular intervals. Almost all electrical current supplied from wall outlets or sockets is alternating current.

D.1.3 Black Match. A fuse made from thread impregnated with Black Powder and used for igniting pyrotechnic devices.

D.1.4 Blank Cartridge. A cartridge constructed from a cartridge case equipped with a percussion primer and filled with various loads of smokeless powder or other propellant. Weapons using blank cartridges often are used in conjunction with bullet hits.

D.1.5 Body Hit Effect. The effect of a bullet hit that simulates impact from a weapon as it strikes a person.

D.1.6 Bridgewire. A fine wire that either heats up or explodes when an electric current is applied. It is used to fire pyrotechnic devices.

D.1.7 Bullet Hit. A small explosive charge attached to a person's clothing or body, or to an inanimate object, to simulate a slug from a weapon as it strikes a person or object.

D.1.8 Bullet Hit Effect. The effect of a bullet hit that simulates impact from a weapon as it strikes an object.

D.1.9 Colored Smoke. An aerosol of special dyestuffs of chemical reactants dispersed by pyrotechnic heat or explosion.

D.1.10 Color Pot. A tube containing pyrotechnic materials. It produces a colored flame when ignited.

D.1.11 Concussion Flashpowder. Flashpowder intended to be used in a concussion mortar to produce a loud concussive effect.

D.1.12 Consumer Fireworks (formerly known as “Common Fireworks”). Any small fireworks device designed primarily to produce visible effects by combustion that complies with the construction, chemical composition, and labeling regulations of the U.S. Consumer Product Safety Commission, as set forth in 16 CFR 1500 and 1507. Some small devices designed to produce audible effects are included, such as whistling devices, ground devices containing 50 mg (0.8 gr) or less of explosive composition (salute powder), and aerial devices containing 130 mg (2 gr) or less of explosive composition (salute powder) per explosive unit. Consumer fireworks are classed as Explosives 1.4G and described as Fireworks UN0336 by the U.S. Department of Transportation.

D.1.13 Deflagration. A rapid chemical reaction in which the output of heat is sufficient to enable the reaction to continue and accelerate without input of heat from another source. Deflagration is primarily a surface phenomenon, with most reaction products flowing away from the unreacted material along the surface at less than supersonic velocity. The effect of a deflagration under confinement is an explosion. Confinement of the reaction increases pressure, rate of reaction, and temperature and, in some cases, can cause transition into a detonation.

D.1.14 Det Cord. A flexible detonating cord. It is a highly explosive material encased in a plastic-covered cord resembling a clothesline.

D.1.15 Detonation. An extremely rapid chemical reaction in which the pressure generated is sufficient to cause the formation of a shock wave, which causes the reaction to continue. Detonation is a phenomenon with reaction products flowing in the direction of unreacted materials at supersonic velocity. The effect of a detonation with or without confinement is an explosion.

D.1.16 Detonator. Any device containing an initiating or primary explosive that is used for initiating detonation. The term includes, but is not limited to, electric blasting caps (instantaneous and delay types), blasting caps for use with safety fuses, detonating cord delay connectors, and nonelectric caps that use a detonating cord, shock tube, or any other replacement for electric legwires. A detonator also could be an

explosive or device initiated by a primer and used to initiate another explosive that is less sensitive and larger.

D.1.17 Direct Current (dc). An electrical current that flows in one direction. Most frequently, direct current is supplied by a battery.

D.1.18 Display Fireworks (formerly known as “Special Fireworks”). Large firework articles designed to produce visible or audible effects for entertainment purposes by combustion, deflagration, or detonation. This term includes, but is not limited to, salutes containing more than 130 mg (2 gr) of explosive composition (salute powder), aerial shells containing more than 60 g (2.1 oz) of total pyrotechnic and explosive composition, and other display pieces that exceed the limit for classification as consumer fireworks. Display fireworks are described as Fireworks UN0335 and classed as Explosives 1.3G by the U.S. Department of Transportation.

D.1.19 Explosion. The rapid production of hot gases at a high pressure as the result of a chemical reaction and the sudden release of the energy to cause strong dynamic stresses in the surroundings. The term usually refers to the effects of a detonation of initiating explosives and high explosives but also applies to the effect of a deflagrating propellant explosive in certain circumstances such as heavy confinement. The term also describes a mechanical phenomenon in which failure of the container results in a sudden release of pressure from within a vessel.

D.1.20 Explosive. Any chemical compound, mixture, or device whose primary or common purpose is to function by explosion. The term includes, but is not limited to, dynamite, Black Powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cords, igniter cords, and igniters. The term “explosives” includes any material determined to be within the scope of 18 USC 40, “Importation, Manufacture, Distribution, and Storage of Explosive Materials,” and also includes any material classified as Explosive 1.1, 1.2, or 1.3 by the U.S. Department of Transportation, “Hazardous Materials Regulations.”

D.1.21 Fireworks. Any composition or device for producing a visible and/or audible effect by combustion, deflagration, or detonation and that meets the definition of “consumer” or “display” fireworks as set forth by 49 CFR 171 to end, U.S. Department of Transportation, “Hazardous Materials Regulations.”

D.1.22 First Fire. The ignited mixture used with pyrotechnic devices and loaded in direct contact with the main pyrotechnic charge. A pyrotechnic first-fire mixture is compounded to produce a high temperature and hot slag. The mixture is readily ignitable and capable of igniting the underlying pyrotechnic charge.

D.1.23 Lycopodium. The spores produced by the genus of mosses called lycopodium. This powdery, organic, yellow material can be agitated and dispersed mechanically into a cloud and then ignited by a spark, pilot flame, or electrical heating device. Although not a pyrotechnic material, this material is used by special effects operators to produce fire effects or in conjunction with other pyrotechnics to create a special effect.

D.1.24 Nonelectric Detonator. A detonator that does not need electric energy to function.

D.1.25 Photoflash Flashpowder. A loose pyrotechnic mixture that yields a very large amount of light for a small fraction of a second on exploding.

D.1.26 Quick Match. Black match that is encased in a loose-fitting paper sheath. Although exposed black match burns slowly, quick match burns extremely rapidly and almost instantaneously. Quick match is used in fuses for aerial shells and for simultaneous ignition of a number of pyrotechnic devices, such as lances in a ground display piece.

D.1.27 Safety Fuse. A flexible cord containing an internal burning medium by which fire or flame is conveyed at a constant and relatively uniform rate from the point of ignition to the point of use.

D.1.28 Salute Powder. See D.1.31, Sonic Flash.

D.1.29 Smoke Pot. A pyrotechnic device used to create smoke during a production.

D.1.30 Soft Detonator. A detonator with a higher velocity than a bullet hit, but with no metallic elements or jacket. It is essentially a blasting cap without a metal jacket.

D.1.31 Sonic Flash (Salute Powder, Extra-Fast Flash, Concussion Flashpowder). Flashpowder specifically formulated to produce a loud concussive effect.

D.1.32 Sparkle Flashpowder. A flashpowder that produces a bright flash of light and a shower of sparks when ignited.

D.1.33 Sparkle Pot. A pyrotechnic device intended to contain and control the discharge of sparkle flashpowder.

D.1.34 Squib. A device consisting of an electric match plus a base pyrotechnic charge. It usually is contained in a thin metal tube and often has a hole or slit to direct the flame produced when fired. Squibs are regulated in a manner similar to blasting caps. Squibs are not usually used in fireworks, although electric matches often are incorrectly called squibs.

D.1.35 Stars. Small masses of pyrotechnic compounds that are projected from aerial shells, mines, or roman candles. Stars burn while in the air, producing color or streamer effects.

D.1.36 Theatrical Flashpowder. A pyrotechnic material intended for use in theatrical shows. Theatrical flashpowder produces a flash of light when ignited. Typical theatrical flashpowders burn more slowly than salute powder and also might produce a shower of sparks. Theatrical flashpowder is not intended to produce a loud report.

Annex E Informational References

E.1 Referenced Publications. The documents or portions thereof listed in this annex are referenced within the informational sections of this standard and are not part of the require-

ments of this document unless also listed in Chapter 2 for other reasons.

E.1.1 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 30, *Flammable and Combustible Liquids Code*, 2015 edition.

NFPA 54, *National Fuel Gas Code*, 2016 edition.

NFPA 58, *Liquefied Petroleum Gas Code*, 2014 edition.

NFPA 160, *Standard for the Use of Flame Effects Before an Audience*, 2016 edition.

NFPA 495, *Explosive Materials Code*, 2013 edition.

NFPA 1122, *Code for Model Rocketry*, 2013 edition.

NFPA 1123, *Code for Fireworks Display*, 2014 edition.

NFPA 1403, *Standard on Live Fire Training Evolutions*, 2012 edition.

E.1.2 Other Publications.

E.1.2.1 ICAS Publications. The International Council of Air Shows (ICAS), 751 Miller Drive, SE, Suite F-4, Leesburg, Virginia 20175.

Guidelines for the Use of Pyrotechnics and Special Effects at Air Shows, 2008.

E.1.2.2 U.S. Government Publications. U.S. Government Printing Office, Washington, DC 20402.

Title 14, Code of Federal Regulations, Part 91.119, "Aeronautics and Space, Minimum Safe Altitudes: General."

Title 16, Code of Federal Regulations, Parts 1500 and 1507, U.S. Consumer Product Safety Commission, "Federal Hazardous Substances Act Regulations."

Title 27, Code of Federal Regulations, Part 555.11, Bureau of Alcohol, Tobacco, and Firearms, "Orange Book."

Title 27, Code of Federal Regulations, Part 555.62, "State or Other Law."

Title 49, Code of Federal Regulations, Parts 171 to end, U.S. Department of Transportation, "Hazardous Materials Regulations."

Title 18, U.S. Code, Chapter 40, "Importation, Manufacture, Distribution, and Storage of Explosive Materials," 1970.

E.2 Informational References. (Reserved)

E.3 References for Extracts in Informational Sections.

NFPA 1123, *Code for Fireworks Display*, 2014 edition.

NFPA 160

Standard for the

Use of Flame Effects Before an Audience

2016 Edition

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NOTICE: An asterisk (*) following the number or letter designating a paragraph indicates that explanatory material on the paragraph can be found in Annex A.

A reference in brackets [] following a section or paragraph indicates material that has been extracted from another NFPA document. As an aid to the user, the complete title and edition of the source documents for extracts in mandatory sections of the document are given in Chapter 2 and those for extracts in informational sections are given in Annex D. Extracted text may be edited for consistency and style and may include the revision of internal paragraph references and other references as appropriate. Requests for interpretations or revisions of extracted text shall be sent to the technical committee responsible for the source document.

Information on referenced publications can be found in Chapter 2 and Annex D.

Chapter 1 Administration

1.1* Scope. This standard shall provide requirements for the protection of the audience, support personnel, performers, the operator, assistants, and property where flame effects are used.

1.2 Purpose. The purpose of this standard shall be to provide minimum requirements for the design, manufacture, and operation of flame effects.

1.3 Application.

1.3.1* This standard shall apply to flame effects for entertainment, exhibition, demonstration, or simulation before an audience, including their design, fabrication, installation, testing, control, operation, and maintenance.

1.3.2 This standard shall apply to the following:

- (1) Use of flame effects before an audience (*see 3.3.12, Flame Effect*)
- (2) Design, fabrication, installation, testing, control, operation, and maintenance of equipment, materials, procedures, and systems used to produce flame effects
- (3) Rehearsal, videotaping, audiotaping, or filming of any television, radio, or movie production if such production is before an audience and includes the use of flame effects
- (4) Rehearsal of any production incorporating flame effects intended to be presented before an audience
- (5) Storage and holding at a venue where flammable and combustible materials are to be used to create flame effects
- (6) That portion or component of any hybrid flame effect that utilizes fuels, materials, devices, and methodologies governed by this standard.

1.3.3 This standard shall not apply to the following:

- (1)* Flame effects produced solely by pyrotechnic special effects devices or pyrotechnic material
- (2)* Use of pyrotechnic special effects
- (3)* Storage of flammable solids, liquids, and gases not to be used to create flame effects
- (4) Nitrocellulose-based flame projectors
- (5) Manufacture, off-site storage, and transportation of materials and equipment used to produce flame effects
- (6) Use of flame effects in fire training, except where there is an audience that is not part of the training
- (7)* Manufacture, transportation, storage, sale, or use of model or high-power rocket motors
- (8) Traditional nontheatrical public display of flames such as the following:
 - (a) Use of lighted candles in restaurants or religious services
 - (b) Fireplaces in areas open to the public
 - (c) Restaurant cooking visible to the patrons
 - (d) Listed Group II flame effects
 - (e) Flame effects used in a fireworks display (*see NFPA 1123*)
- (9) Use of consumer fireworks by the public
- (10) Use of motor vehicles in races or sanctioned competitive sporting events
- (11)* Use of ground-based effects utilizing explosives, liquid fuels, or other combustibles in air show environments

1.3.4* This standard shall not be used as a product standard.

1.3.5 When there is no audience present, NFPA 140 shall be used to regulate any flame effect use.

1.4 Retroactivity. The provisions of this standard reflect a consensus of what is necessary to provide an acceptable degree of protection from the hazards addressed in this standard at the time the standard was issued.

1.4.1 Unless otherwise specified, the provisions of this standard shall not apply to facilities, equipment, structures, or installations that existed or were approved for construction or installation prior to the effective date of the standard. Where specified, the provisions of this standard shall be retroactive.

1.4.2 In those cases where the authority having jurisdiction determines that the existing situation presents an unacceptable degree of risk, the authority having jurisdiction shall be permit-

ted to apply retroactively any portions of this standard deemed appropriate.

1.4.3 The retroactive requirements of this standard shall be permitted to be modified if their application clearly would be impractical in the judgment of the authority having jurisdiction, and only where it is clearly evident that a reasonable degree of safety is provided.

1.5 Equivalency. Nothing in this standard is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this standard.

1.5.1 Technical documentation shall be submitted to the authority having jurisdiction to demonstrate equivalency.

1.5.2 The system, method, or device shall be approved for the intended purpose by the authority having jurisdiction.

Chapter 2 Referenced Publications

2.1 General. The documents or portions thereof listed in this chapter are referenced within this standard and shall be considered part of the requirements of this document.

2.2 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 10, *Standard for Portable Fire Extinguishers*, 2013 edition.

NFPA 140, *Standard on Motion Picture and Television Production Studio Soundstages, Approved Production Facilities, and Production Locations*, 2013 edition.

NFPA 1123, *Code for Fireworks Display*, 2014 edition.

2.3 Other Publications.

2.3.1 ASME Publications. American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10016-5990.

Boiler Pressure Vessel Code, 2013.

2.3.2 Other Publications.

Merriam-Webster's Collegiate Dictionary, 11th edition, Merriam-Webster, Inc., Springfield, MA, 2003.

2.4 References for Extracts in Mandatory Sections.

NFPA 1126, *Standard for the Use of Pyrotechnics Before a Proximate Audience*, 2016 edition.

Chapter 3 Definitions

3.1 General. The definitions contained in this chapter shall apply to the terms used in this standard. Where terms are not defined in this chapter or within another chapter, they shall be defined using their ordinarily accepted meanings within the context in which they are used. *Merriam-Webster's Collegiate Dictionary*, 11th edition, shall be the source for the ordinarily accepted meaning.

3.2 NFPA Official Definitions.

3.2.1* Approved. Acceptable to the authority having jurisdiction.

3.2.2* Authority Having Jurisdiction (AHJ). An organization, office, or individual responsible for enforcing the requirements

of a code or standard, or for approving equipment, materials, an installation, or a procedure.

3.2.3 Labeled. Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization that is acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of production of labeled equipment or materials, and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

3.2.4* Listed. Equipment, materials, or services included in a list published by an organization that is acceptable to the authority having jurisdiction and concerned with evaluation of products or services, that maintains periodic inspection of production of listed equipment or materials or periodic evaluation of services, and whose listing states that either the equipment, material, or service meets appropriate designated standards or has been tested and found suitable for a specified purpose.

3.2.5 Shall. Indicates a mandatory requirement.

3.3 General Definitions.

3.3.1 Accumulator. A container or piping that holds a predetermined volume of fuel that is ready for use in a flame effect.

3.3.2 Area.

3.3.2.1 Hazard Area. The area made hazardous by the operation of the flame effect.

3.3.2.1.1 Accessible Hazard Area. That area made hazardous by the flame effect that is normally accessible to a person without the deliberate use of an additional means of access that is not normally in place.

3.3.2.2 Holding Area. An area where flame effect material or loaded flame effect devices are held prior to use.

3.3.2.3 Storage Area. An area where flame effect material or flame effect devices are stored prior to use or movement to a holding area.

3.3.3* Arm. That sequence of control system functions for the establishing of a source of ignition that must be complete and verified immediately before the firing of the flame effect.

3.3.4 Assistant. A person who works under the supervision of the flame effect operator.

3.3.5 Cast Members. Performers involved in a production involving the use of flame effects that may or may not be employees. (Many amusement employees are also referred to as "cast members.")

3.3.6 Direct Ignition. An automatic or manual ignition system that ignites fuel without a pilot.

3.3.7 Emergency Stop [Emergency Shutdown (ESD) System]. A circuit or other mechanism that, when actuated, results in the complete shutdown and extinguishment of all flame effects that are controlled by it.

3.3.8* Enable. The final set of control system functions that must be verified to be in a specific control mode immediately before the arming and firing of a flame effect may be implemented.

3.3.9 Enable Button. The control operator that is manually actuated by the operator prior to and during the arming and firing of the effect.

3.3.10 Fail-Safe. A state or an attribute of a system such that every single point failure in the system results in all controlling parts of the system with the ability to do harm to humans, animals, or equipment being disconnected from all sources of power and stored energy at the primary disconnect point.

3.3.11* Fire. The sequence of control system functions that result in the deliberate release of fuel for ignition.

3.3.12 Flame Effect. The combustion of solids, liquids, or gases utilizing atmospheric oxygen to produce thermal, physical, visual, or audible phenomena before an audience.

3.3.12.1 Automatic Flame Effect. A flame effect that is supervised and fired by an automatic control system.

3.3.12.2* Hybrid Flame Effect. A flame effect that is used in combination with a pyrotechnic material or device.

3.3.12.3 Manual Flame Effect. A flame effect that is operated manually without the use of an automatic control system.

3.3.12.4 Portable Flame Effects. Flame effects that are designed and installed, either in a permanent or temporary installation, and that are designed to move or be moved in the course of operation or installation.

3.3.13 Flame Effect Appliance. The complete assembly of components and devices that controls and generates a flame effect.

3.3.14 Flame Effect Burner. A burner designed to produce specific sizes and configurations of flames for flame effects.

3.3.15 Flame Effect Material. Any solid, liquid or gas fuel, or combination thereof, that requires the addition of oxygen in order to initiate and maintain combustion.

3.3.16 Flame Effect Operator. The single person with overall responsibility for flame effect operations and safety.

3.3.17 Flame Effect Safety Controller. A control system that is part of a flame effect appliance that is used to prove that the source of ignition is present ("flame safeguard control").

3.3.18* Flame Effect System. The complete assembly of interconnected components, devices, and/or appliances that provides all of the functions necessary to fuel, monitor, supervise, generate, and control flame effects, including the emergency shutdown of the flame effects and, where necessary, the monitoring of external conditions that affect operation.

3.3.19* Flame Effect Systems, Classifications.

3.3.19.1 Group I Flame Effect. An attended, manually controlled flame effect.

3.3.19.2 Group II Flame Effect. An individual or group flame effect designed for unattended operation that is temporarily or permanently installed outside any structure.

3.3.19.3 Group III Flame Effect. An attended, temporarily installed flame effect for a specific production with limited operation and fixed time for removal.

3.3.19.4 Group IV Flame Effect. A large individual or group flame effect that is permanently installed inside or outside

any structure designed for unattended operation without a main show supervisory control system.

3.3.19.5 Group V Flame Effect. A large individual or group flame effect that is temporarily or permanently installed inside or outside any structure and is designed for intermittent or continuous operation under the supervision of a main show control system but without full-time supervision by a technician.

3.3.19.6 Group VI Flame Effect. A large individual or group flame effect that is temporarily or permanently installed inside or outside any structure and is designed for intermittent operation under the supervision of a main show control system and a technical director, with cast members in close proximity to the effect at the time of operation.

3.3.19.7 Group VII Flame Effect. An individual flame effect that can be temporarily or permanently installed inside or outside any structure that, due to its unique operating requirements, does not fit into any other classification.

3.3.20 Hybrid Flame Effect. See 3.3.12.2.

3.3.21 Installation, Term of.

3.3.21.1 Permanent Installation. An installation of flame effects for which the governing use permit has a duration longer than 180 days.

3.3.21.2 Temporary Installation. An installation of flame effects for which the governing use permit has a duration of 180 days or less within a twelve-month period in a single venue.

3.3.22* Performer. Any person active in a performance during which pyrotechnics are used and who is not part of the audience or support personnel. [1126, 2016]

3.3.23 Permit. A document issued by the AHJ for the purpose of authorizing performance of a specified activity. Unless otherwise specified, the word *permit*, when used in this document, refers to a use permit.

3.3.23.1 Use Permit. A document issued by the AHJ for the purpose of authorizing the use of specific flame effects in a specific venue on a specified date and time or within a specified period.

3.3.24 Plan.

3.3.24.1 Design Plan. The plan for a flame effect appliance or design that presents the design criteria and/or assumptions used in the design, along with complete design information.

3.3.24.2 Flame Effect Plan. The document that is used to convey to the AHJ the information needed to evaluate the flame effect for the purpose of applying for a permit.

3.3.25* Primary Safety Control. A control with a sensor that is directly responsive to the ignition device attributes necessary for the safe operation of the effect.

3.3.26 Rated. A description of performance derived from testing or evaluation that guides appropriate selection, installation, and use of equipment that is not listed.

3.3.27* Safety Shutdown (Lockout). The safe shutdown of the flame effect in the event of the actuation of any flame effect primary safety control or limit switch.

3.3.28 Safety-Critical. The failure of a device, component, system, or mechanism, which results in a situation that is immediately dangerous to life, health, or property.

3.3.29* Supervisory Control System. A manual or automatic control system that supervises the operation of the flame effect.

3.3.30* Support Personnel. Any individual who is not a performer or member of the audience. [1126, 2016]

3.3.31 Valve.

3.3.31.1 Accumulator Charge Valve. A valve used to control the flow of fuel into an accumulator.

3.3.31.2 Effect Valve. The last fuel shutoff valve before the flame effect burner.

3.3.31.3 Safety Shutoff Valve. A fast-closing valve that automatically and completely shuts off the fuel supply in response to a normal or safety shutdown.

3.3.31.4 Vent Valve. A normally open, power-closed valve, normally located between the two safety shutoff valves.

3.3.32* Venue. The property, facility, building, or room within a building where flame effects are used, intended to be used, or are prohibited.

Chapter 4 Holding Areas for Flame Effect Materials and Devices

4.1* General. All flame effect materials and devices not connected for use shall be stored in accordance with applicable codes and standards and any state and local regulations.

4.2 Holding Areas. All flammable flame effect materials and loaded devices that have been removed from storage areas in anticipation of use shall be stored in a holding area acceptable to the authority having jurisdiction.

4.2.1 Quantity Limitations.

4.2.1.1 The maximum quantity of flammable flame effect materials and loaded devices stored in a holding area shall be that quantity used in one day.

4.2.1.2 Quantities of flammable flame effect materials and devices in excess of those used in one day shall be permitted to be stored in holding areas with the approval of the authority having jurisdiction.

4.2.2 Flammable flame effect materials and loaded devices in holding areas shall be secured or supervised continuously by an attendant trained in emergency response procedures.

Chapter 5 Permit and Approval Requirements and Terms of Installation

5.1 Permit Requirements.

5.1.1* Permit Required. Except when otherwise required by the jurisdiction, a use permit shall be required for the use of flame effects before an audience.

5.1.2* Terms of Installation.

5.1.2.1 Permanent Installation. An installation of flame effects for which the governing use permit has a duration longer than 180 days shall be considered a permanent installation.

5.1.2.2 Temporary Installation. An installation of flame effects for which the governing use permit has a duration of 180 days or less within a 12-month period in a single venue shall be considered a temporary installation.

5.1.3 Use Permits.

5.1.3.1 A use permit shall authorize the use of only the number and types of flame effects in the venue as specified in the flame effect plan, as described in Section 5.3.

5.1.3.2 Use permits shall have a specified expiration date.

5.1.3.2.1 Use permits for temporarily installed flame effects shall specify the date(s) and time(s) of use and the expiration date of the permit.

5.1.3.2.2 Use permits for permanently installed flame effects shall specify the duration and expiration date of the permit.

5.1.3.3 Any activity authorized by the use permit shall be conducted by the permittee or the permittee's agents or employees in compliance with all requirements of this standard applicable thereto and in accordance with the approved plans and conditions.

5.2 Approval Requirements.

5.2.1 Prior Approval Required. Other than during the flame effect demonstration, as described in Section 5.4, the use of all flame effects shall be first approved by the authority having jurisdiction (AHJ).

5.2.1.1* Hybrid flame effects shall meet the requirements of 5.2.1.1.1 and 5.2.1.1.2.

5.2.1.1.1 That portion of the hybrid flame effect that is governed by NFPA 160 shall meet all of the requirements of NFPA 160.

5.2.1.1.2 That portion of the hybrid flame effect that is governed by NFPA 1126 shall meet all of the requirements of NFPA 1126.

5.2.2 Approval of Flame Effect Plan. A plan for the use of flame effects shall be submitted to the AHJ for approval.

5.2.2.1 After a flame effect plan has been approved, the plan shall be maintained to be readily accessible at the venue and shall be subject to inspection as specified by the AHJ.

5.2.2.2* If any addition or modification of flame effects to that described in the approved plan is made, that addition or modification shall be approved by the AHJ prior to use of the modified flame effects.

5.2.2.3 In the case of a hybrid flame effect, the plan shall identify those portions of the flame effect that require compliance with NFPA 160 and those portions that require compliance with NFPA 1126.

5.3* Content of Flame Effect Plans.

5.3.1 Flame Effect Plan Requirements.

5.3.1.1 The plan for the use of flame effects shall be submitted in writing or other form acceptable to the authority having jurisdiction.

5.3.1.2* The plan shall include the following:

- (1) The name of the person, group, or organization responsible for the production

- (2) The dates and times of the production
- (3) The location of the production
- (4) The flame effect classification
- (5) A site plan showing the following:
 - (a) A narrative description of the flame effect
 - (b) The location of flame effect devices to be fired and their controls and control sequence
 - (c) The area affected by the flame effect device
 - (d) The location of the audience
 - (e) The fuels used and their estimated consumption
 - (f) Air for combustion and ventilation for indoor effects
 - (g) Flammable materials piping
 - (h) Storage and holding areas and their capacities
 - (i) Supplemental fire protection features
 - (j) Emergency response procedures
 - (k) Means of egress
- (6) A current material safety data sheet (MSDS) for the materials (fuels) consumed in the flame effect
- (7) Documentation that the combustible materials used for construction of the flame effects have been rendered flame retardant
- (8) The name of the effect operator

5.3.2 The operator shall make operating instructions for flame effects available to the authority having jurisdiction.

5.3.3 The plan shall be reviewed with the authority having jurisdiction, flame effects operator, and building owner/representative prior to the production, to ensure coordinated response in the event of an emergency.

5.4 Flame Effect Demonstration.

5.4.1* When required, a walk-through and a representative demonstration of the flame effects shall be provided to the authority having jurisdiction before flame effects are approved.

5.4.2 The demonstration shall be scheduled with sufficient time to allow resetting of the flame effects prior to the arrival of the audience.

5.5 Interruption of Fire Protection and Life Safety Systems During Flame Effect Demonstrations and Operations. Fire protection and life safety systems shall not be permitted to be interrupted during the operation of flame effects.

5.5.1 Portions of fire protection and life safety systems shall be permitted to be interrupted during the operation of temporary indoor flame effects when the following conditions are met:

- (1) Approval of the authority having jurisdiction is received.
- (2) Approval of the owner or owner's agent is received.
- (3)* An approved fire watch capable of directing the operation of all fire protection and life safety systems installed in the building is present.

5.5.2 Fire protection and life safety systems shall be permitted to be interrupted during the operation of permanently installed indoor flame effects only for initial acceptance of the system.

Chapter 6 Documentation of Flame Effects

6.1 General.

6.1.1 All flame effect devices and materials shall have drawings, manuals, or written descriptions to describe the type of item and performance specifications of the flame effect created.

6.1.2 This documentation shall be on site and available to the authority having jurisdiction.

6.2 Operating Procedures.

6.2.1 All flame effects shall have written operating instructions, including start-up, show operations, normal shutdown procedures, and emergency shutdown procedures.

6.2.2 Operating instructions shall be available to the operator.

Chapter 7 Use of Flame Effects

7.1 Testing and Evaluation.

7.1.1 Flame effects shall be tested to verify that they operate in accordance with their designs.

7.1.2* Flame effects shall be evaluated to verify that spectators, performers, support personnel, and the operator are not exposed to a hazardous situation when the flame effects are activated as designed or anticipated.

7.1.3 On an interval acceptable to the authority having jurisdiction, flame effects shall be inspected for normal and safe operating condition and retested for operation as designed and anticipated.

7.1.4 Documentation of the testing and evaluation shall be permitted to be prepared by a third party acceptable to the authority having jurisdiction.

7.1.5 The documentation shall be made available to the authority having jurisdiction as a part of the application for approval of the effect.

7.2 Housekeeping. The premises where flame effect devices are installed or fired shall be maintained in a neat and orderly condition.

7.3 Site Inspection. The flame effect operator shall inspect all areas of the site where flame effect materials and devices are ignited before start-up and after shutdown.

7.4 Smoking.

7.4.1 Smoking shall be prohibited in the area where fuels used in flame effects are present.

7.4.2 Smoking by performers as part of the performance shall be permitted where approved by the authority having jurisdiction.

7.5 Rehearsal and Pre-Show Operations.

7.5.1 The flame effect operator shall advise all performers and support personnel that they are exposed to a potentially hazardous situation when performing or otherwise carrying out their responsibilities in the vicinity of a flame effect.

7.5.2 Performers and support personnel familiar and experienced with the flame effects being used shall be permitted to

be in the area of a flame effect, but only voluntarily and in the performance of their duties.

7.6 Show Operations. Show operations shall be in accordance with the plan approved by the authority having jurisdiction.

7.7 Post-Show Operations. Post-show operations shall be in accordance with the plan approved by the authority having jurisdiction.

7.7.1 Fire and life safety systems that have been interrupted shall be restored immediately after completion of the flame effect.

7.7.2 When restoration of fire and life safety systems is necessary, it shall be conducted by a person trained in the operation of all aspects of the systems.

7.8 Maintenance. Flame effect systems shall be maintained to design specifications.

7.9 Emergency Operations. Emergency operations shall be in accordance with the plan approved by the authority having jurisdiction.

7.10 Protective Clothing.

7.10.1 The flame effect performers, operators, and assistants shall be protected by clothing or other means suitable for their exposure to flame effects.

7.10.2 Protective clothing requiring fire resistance shall be tested and demonstrated to be flame retardant, and documentation shall be furnished to the authority having jurisdiction upon request.

7.10.3 Bare skin (naked) shall be permitted when the illusion of danger is implicit in the visual effect desired by the performer.

7.11 Security.

7.11.1 A means shall be provided to render installed flame effect systems inoperative when not in use.

7.11.2 Portable flame effects shall be stored and secured when not in use.

Chapter 8 Flame Effect Operator

8.1* Operator Qualifications.

8.1.1 The operator of any flame effect shall understand and be familiar with the operating manual or instructions.

8.1.2 The operator shall demonstrate competency by experience and training or by holding a license acceptable to the authority having jurisdiction.

8.2 Operator Responsibilities. The flame effect operator shall be responsible for storage, setup, operations, and teardown of all flame effect materials, devices, equipment, systems, and supervision of assistants.

8.3 Substance Abuse and Safety. No person shall use or handle flame effect materials or devices while under the influence of the following:

- (1) Intoxicating beverages
- (2) Narcotics or controlled substances

- (3) Prescription drugs and/or nonprescription drugs that impair judgment

8.4* Minimum Age. All flame effect operators shall be at least 21 years of age.

Chapter 9 System Components, Flame Effect Control Systems, and Design

9.1 General Requirements for Flame Effect Control System Design.

9.1.1 All flame effect control systems shall be designed and installed to prevent accidental firing and unintentional release of fuel.

9.1.2 All Group II through Group VII control systems shall be designed to ensure against accidental firing by providing at least a removable activator, keyswitch, or coded arming system in which no control power can be applied to any control system unless the operator intentionally does both of the following:

- (1) Deliberately applies control power
- (2) Enables or arms the control system

9.1.3 Control System Attendance Requirements.

9.1.3.1 Any Group III, Group VI, or Group VII flame effects control systems shall not be left unattended while connected to a fuel source.

9.1.3.2 Control systems that are disconnected from their power source or de-energized by means of a removable activator, keyswitch, or coded arming system shall be permitted to be left unattended while connected to a fuel source.

9.1.4 Control System Operation.

9.1.4.1 All flame effect control systems shall be designed to implement the following functions:

- (1) Emergency stop capability
- (2) Fuel management
- (3) Controlled enabling of flame effect
- (4) Controlled arming of flame effect
- (5) Controlled and repeatable firing of flame effect

9.1.4.2 The flame effect plan submitted for approval to the authority having jurisdiction shall indicate the means of providing for these requirements.

9.1.5 Flame effect control system components shall be listed.

9.1.5.1 Where listed devices are not available, approved devices shall be permitted.

9.1.6 Control system components and protective devices, including sensors, valves, and switches, shall be located so that they are protected against physical damage and tampering, and so that they can be serviced and maintained.

9.2* Specific Requirements for Flame Effect Control System Design and Operation, by Group. Control systems for each flame effect group shall be in accordance with Table 9.2.

9.3 Implementation of the Required Control Functions.

9.3.1* Emergency Stop.

9.3.1.1 One of the following conditions shall be met prior to the use of flame effects:

Table 9.2 Group Control Functions Required

Flame Effect Group	Control Type	Minimum Control Requirements
I	Manual controls	1. No automatic controls shall be required.
II	Automatic controls	1. Ignition supervision shall be provided.
		2. Automatic shutoff shall follow failure.
III	Automatic controls	1. Manual operation of the effect valve shall be permitted.
		2. If the operator cannot confirm the pilot or direct ignition source for the flame special effect, a primary safety control shall be installed.
		3. Two fuel shutoff valves, one of which will be a safety shutoff valve, shall be provided and installed in series.
IV	Automatic controls	1. Primary limit device(s) shall be installed as required.
		2. A fuel supervisory station shall be installed with fuel pressure limit switches to control the supervisory station valves.
		3. Each flame effect burner shall be equipped with a primary safety control and an effect valve.
		4. A flame effect safety control system that is capable of safely operating the entire flame effect consistently for repeated cycles shall be used.
V	Automatic controls	1. The requirements for Group IV shall apply.
		2. A flame effect safety control system that is capable of safely operating the entire flame effect consistently that is sequenced by the main control system shall be used. The flame effect safety control system shall maintain all of its internal safety features, with the interface between the flame effect control system and the main show control system limited to those commands and status indicators that cannot alter or override the flame supervisory system control logic.
VI	Automatic controls	1. The requirements for Group V shall apply.
		2. Where cast members are in close proximity to the flame effect, the flame effect shall be under the active control of a main show control system and a fail-safe positive manual enable (PME).
VII	Manual or automatic controls	1. Controls shall be as recommended by the designer and acceptable to the authority having jurisdiction.

- (1) Approval of a plan to extinguish the flame effect as required in 9.3.1.4
- (2) Approval of a supervisory control system for the emergency stop and complete shutdown of the flame effect and any interrelated safety-critical system as required in 9.3.1.5

9.3.1.2 Interrelated safety-critical system and flame effect control system safety considerations shall extend to safety-critical effects, allied equipment, and other proximate equipment to avoid additional or contributory hazards.

9.3.1.3 Where the hazards described in 9.3.1.2 exist, the effects safety controller shall have a direct validated means of confirming the status or other information from the other systems before the safety-critical effect is enabled or triggered.

9.3.1.4 Manually controlled flame effects (Group I and manually controlled Group VII) shall have a plan for the emergency stop and complete shutdown of the operation of the effects through one or more of the following:

- (1) Manual fuel shutoff valve(s)
- (2) Manual turn-off of control power
- (3) Fire containment devices
- (4) Other devices acceptable to the authority having jurisdiction

9.3.1.5 Automatically controlled flame effects (Group II through Group VI and automatically controlled Group VII) shall have provisions for the emergency stop and complete shutdown of the operation of the effects installed according to the following criteria:

- (1) The flame effect control system shall not be capable of operation unless the emergency stop is reset.
- (2) The actuation of the emergency stop shall bring the flame effect control system to a safe state.
- (3) The emergency stop shall require manual reset.
- (4) The emergency stop shall actuate both manually and automatically upon the detection of an unsafe condition, including power failure.
- (5) The emergency stop shall be fail-safe.
- (6)* The emergency stop shall be automatically actuated when a monitored condition exceeds a preset limit of operation.

9.3.1.6 Manual Emergency Stop Control Stations.

9.3.1.6.1 Manually operated emergency stop control stations shall be clearly identified and placed in accessible locations and shall maintain the actuated state until manually reset.

9.3.1.6.2 Operation of a manual emergency stop station shall actuate the emergency stop.

9.3.2 Fuel Management.

9.3.2.1 The fuel supply for the operation of the flame effect shall be available only during operation.

9.3.2.2 Fuels not provided through a central distribution system and that are supplied to the flame effect shall be limited to that amount necessary for operation.

9.3.2.3 Minimum tank size for liquefied flammable gas flame effects shall be determined by the surface area required to prevent reduced fuel delivery to the burner during the effect.

9.3.2.4 Fuel Delivery.

9.3.2.4.1 Fuels delivered through a central distribution system shall be in accordance with the following:

- (1) A manual fuel shutoff valve shall be installed as follows:
 - (a) It shall be installed in an accessible location at the point of delivery and upstream of any other flame effect control system components that, when closed, will shut off all fuel supplied to the flame effect control system.
 - (b) Where the point of delivery is outside a building containing the flame effect control system, the valve shall be located outside of the building.
- (2) The following shall apply to fuel pressure:
 - (a) Where low fuel pressure could cause the flame effect control system to malfunction, devices to provide low-fuel-pressure supervision shall be installed.
 - (b) Where high fuel pressure could cause the flame effect system to malfunction, devices to provide high-fuel-pressure supervision shall be installed.
- (3)* A supervisor station shall be installed and shall meet the following criteria:
 - (a) It shall be installed downstream of the manual fuel shutoff valve.
 - (b) It shall shut off all fuel supplied to the flame effect control system when closed.
 - (c) When opened during the enable process, it shall be held open by a maintained signal from the flame effect control system.

9.3.2.4.2 The supervisor station shall be provided with a means to test the seat-tightness of the shutoff valve at the operating pressure.

9.3.2.5 Effect Valve.

9.3.2.5.1 Each flame effect shall be provided with an automatic fuel shutoff valve (the effect valve), installed upstream of the burner.

9.3.2.5.2 The effect valve shall shut off all fuel to the burner when closed.

9.3.2.5.3 The effect valve shall be opened only at the time of firing the flame effect and shall be held open by a maintained signal from the flame effect control system.

9.3.2.5.4 The effect valve shall close on loss of the hold-open signal.

9.3.2.6* Systems Using Fuel Accumulators. Fuel accumulators used in flame effect control systems shall meet the following requirements:

- (1) Accumulator tanks shall be designed, manufactured, and certified as unfired pressure vessels.
 - (a)* Accumulators for use with flammable or liquefied gas shall be designed, manufactured, and tested in accordance with the ASME *Boiler Pressure Vessel Code* or the Department of Transportation for the pressure of the gas in use.
- (2)* The volume of fuel stored in an accumulator tank shall be no more than what is required to produce the desired flame effect.
- (3) Each accumulator shall have a manual fuel shutoff valve at the connection to the inlet of the tank, and when closed, this valve shall shut off all fuel supplied to the accumulator tank.
- (4) An accumulator charge valve that charges the accumulator when opened shall be installed at the connection to the inlet of the tank.
- (5) The accumulator shall be charged as close to the time of the actual arming and firing of the effect as is practical.
- (6) Each accumulator shall be designed and installed so that the fuel can be safely removed, as follows:
 - (a) Accumulators fixed in location shall be provided with a permanently installed means of conveying the fuel to a safe point of discharge.
 - (b) Portable accumulators shall be allowed to be moved to a safe location for discharge.
- (7) The mixing of air or any other oxidizing media with fuel that creates a flammable mixture within an accumulator tank shall be prohibited.

9.3.3* Controlled Enabling of Flame Effect Control System. All flame effect control systems shall be manually or automatically enabled according to a prescribed sequence of operations outlined in the plan, which prepares the flame effect for subsequent arming and firing.

9.3.3.1 Flame Effect Safety Controller Function.

9.3.3.1.1 A flame effect safety controller shall be used to automatically sequence the enable process, monitor areas of restricted access, and allow, trigger, and request safety-critical action.

9.3.3.1.2 Flame effect control system safety considerations shall extend to other safety-critical effects, allied equipment, and other proximate equipment to avoid additional or contributory hazards.

9.3.3.1.3 In circumstances described in 9.3.3.1.2, the flame effect safety controller shall have a direct validated means of confirming the status or other information from the other systems before the flame effect is enabled.

9.3.3.2* The enable process shall begin with the activation of the control power to the flame effect control system.

9.3.3.3 Fuel Supply and Auxiliary Services.

9.3.3.3.1 Following the activation of the control power, the fuel supply and auxiliary services necessary to the operation of the flame effect control system (compressed air supply, oxidizers, additives, etc.) shall be permitted to be turned on.

9.3.3.3.2 Positive confirmation through the use of an interlock or other device of the fuel supply and each auxiliary service shall be made prior to the continuation of the enable process.

9.3.3.4* Interlocks.

9.3.3.4.1 Interlocks shall be provided in the control system to monitor changes of condition and to automatically implement control system responses to the change of condition.

9.3.3.4.2 Safety interlocks shall be fail-safe.

9.3.4 Controlled Arming of Effect.

9.3.4.1 All flame effects shall be manually or automatically armed prior to any attempt to fire.

9.3.4.2 The arming of the effect shall be manually or automatically monitored and confirmed until the effect is fired.

9.3.4.3 Manual Confirmation of Arming (Group I and Manually Controlled Group VII).

9.3.4.3.1 The flame effect shall be confirmed as armed when the means of ignition can be clearly and directly seen by the operator or assistant(s) firing the flame effect for the entire time that the effect is enabled.

9.3.4.3.2 When the means of ignition cannot be clearly and directly seen by the operator or assistant(s) firing the flame effect for the entire time that the effect is enabled, the confirmation of the arming of that effect shall be done automatically.

9.3.4.4* Automatic Confirmation of Arming (Group II through Group VI and Automatically Controlled Group VII). The flame effect shall be confirmed as armed when a sensor(s) has detected the presence of the means of ignition necessary for the correct operation of the effect through the monitoring of a characteristic unique to the means of ignition.

9.3.4.5 Control sensors and devices used to automatically confirm arming shall operate in the environment where installed.

9.3.4.6 Where cast members or moving set pieces are present in the hazard area immediately before or after the arming and firing of the flame effect, a positive manual enable (PME) shall be required during arming and firing.

9.3.4.7 Ignition Detection Device Function.

9.3.4.7.1 It shall not be possible for an ignition detection device to report the presence of an ignition device or pilot, due to false sensing of ignition devices, pilots, or flame effects other than that ignition device or pilot intended to be sensed by the ignition detection device.

9.3.4.7.2 It also shall not be possible for an ignition detection device to report the presence of an ignition device or pilot due to false sensing of other non-fire-related devices normally present in the local environment including, but not limited to, spark effects, ultraviolet light sources, or effects that generate heat without flame.

9.3.5* Firing of Flame Effects.

9.3.5.1 Flame effects shall only be fired after they have been confirmed as armed following the completion of the enable and arming process and confirmation that the hazard area is clear.

9.3.5.2 If the arming confirmation is lost during the firing process or the hazard area becomes unsafe, the firing of the effect shall be immediately terminated and the effect secured until the problem has been corrected.

9.3.5.3* Monitoring of the Hazard Area Surrounding the Flame Effect.

9.3.5.3.1 That area surrounding each flame effect that is made hazardous by the operation of the effect shall be monitored and confirmed clear and ready for firing, or access to the area shall be supervised by automatic means, or the area shall be made inaccessible, prior to any attempt to fire the effect.

9.3.5.3.2 Other parameters critical to the safety of the flame effect shall also be monitored or supervised.

9.3.5.4* Supervision of the Hazard Area Surrounding the Flame Effect.

9.3.5.4.1 The accessible hazard area shall be under the direct observation of the operator or assistant(s) firing the flame effect for the entire time that the effect is enabled and fired.

9.3.5.4.2 Where the hazard area cannot be seen by the operator or assistant(s) firing the flame effect for the entire time that the effect is enabled, an alternative means of monitoring the area shall be permitted to be used, with the approval of the authority having jurisdiction.

9.3.5.4.3 Use of Enable Buttons.

9.3.5.4.3.1 If all areas of safety concern cannot be seen by a single human operator, as many enable buttons shall be used as are necessary to ensure safety.

9.3.5.4.3.2 Such buttons shall be monitored separately and verified for proper operation by the flame effect control system.

9.3.5.5 Firing. The design of the flame effect control system shall prevent the firing of any flame effect except on the deliberate positive action of an operator or on the verification by the automatic control system of correct enabling and arming of the effect.

9.3.5.5.1 Manual Firing of Flame Effects. It shall be the responsibility of the operator to verify the correct enabling and arming and the safety of the hazard area prior to the manual firing of the effect.

9.3.5.5.2 Automatic Firing of Flame Effects.

9.3.5.5.2.1 The operating power for firing any flame effect shall originate from the flame effect control system and only be supplied under the supervision of all limits, interlocks, and ignition-monitoring devices present for the safe and reliable operation of the flame effect.

9.3.5.5.2.2 All effect valves shall be permitted to be opened only by a maintained firing signal from the flame effect control system and shall automatically close on loss of signal.

9.3.6 Post-Operation Securing. Immediately following the firing of any flame effect, the enable and arming signals shall be removed, all fuel and auxiliary services shall be secured without going through the sequence of operation specified in 9.3.5.5, and a visual inspection of all effect hazard areas shall be completed prior to confirmation that the flame effect control system is secure.

Chapter 10 System Installation and Testing

10.1 General.

10.1.1 Flame effects shall be tested to verify that they operate in accordance with the flame effect control system design.

10.1.2 Documentation of the testing shall be provided by the manufacturer or fabricator.

10.2 Pressure Testing and Inspection of Piping. Where flame effect systems use piping, such piping shall be pressure tested in accordance with the requirements of the authority having jurisdiction.

10.2.1 The complete piping system with all accessories in place shall be pressure tested at no less than the system operating pressure.

10.2.2 Pressure Test Procedures.

10.2.2.1 System pressures shall be recorded together with the temperature and the atmospheric pressure.

10.2.2.2 Pressure testing of reassembled flame effect piping systems designed to be separated into subassemblies shall be permitted to be tested at system operating pressure, with leak detection using a noncorrosive leak-detecting solution, or other means acceptable to the authority having jurisdiction, at the reconnected joints.

10.3 Temperatures of Components.

10.3.1 Temperatures of components that are used in the fabrication of a flame effect control system shall not exceed the rated temperature limits of the component during sustained operation of the flame effect.

10.3.2 Temperatures of components subject to the heat of the flame effect shall be determined while the flame effect is being operated at its maximum design cycle rate during the acceptance test required by Section 10.1.

10.3.2.1 The temperatures shall be observed until a maximum or stable reading has been attained.

10.3.2.2 The temperatures attained shall not exceed the rated temperatures for the components.

10.3.3 Temperatures of Surroundings.

10.3.3.1 Temperatures of combustible materials subject to the heat of the flame effect shall not exceed 117°F (47.2°C) above the ambient temperature after equilibrium temperatures are attained.

10.3.3.2 The temperatures shall be observed until a maximum or stable reading has been attained.

Chapter 11 Fire Protection Provisions

11.1 General. The wide range in size, arrangement, and location of flame effects covered by this standard shall preclude the inclusion of detailed fire protection provisions that are applicable to all flame effects.

11.2 Evaluation for Permanently Installed Flame Effects.

11.2.1* Where required by the authority having jurisdiction, a fire hazards evaluation shall be conducted for permanently installed flame effects to be used at a venue for a performance.

11.2.2 The evaluation in 11.2.1 shall be coordinated with the building owner, the flame effect operator, and the authority having jurisdiction.

11.3* Additional Fire Safety Provisions for Temporary Installations.

11.3.1 Where determined by the authority having jurisdiction that a need for fixed or additional fire protection equipment or standby fire safety personnel exists, such equipment or personnel shall be provided.

11.3.2 Four or more fire extinguishers of the proper classification and size as approved by the authority having jurisdiction shall be readily accessible while the flame effects performance is being conducted.

11.3.2.1 In all cases, at least two pressurized water, Class 2-A extinguishers and two Class 10-BC extinguishers shall be provided, in addition to those required by NFPA 10, for the building.

11.3.2.2 The extinguishers shall be placed so that at least one each is located on opposing sides of the performance where flame effects are used.

11.4 Standby Fire Safety Personnel Requirements.

11.4.1 Where required by the fire hazards evaluation or the authority having jurisdiction, standby fire safety personnel shall be present along with operational supplemental equipment.

11.4.2 Standby fire safety personnel shall have a working knowledge of the supplemental fixed or portable fire-fighting equipment used in the area of the flame effects.

11.4.3 Standby fire safety personnel shall have a means of communication or of transmitting an alarm during the operation of flame effects.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A.1.1 This document details how to control the use of flame effects. The issue of permitting or prohibiting the use of open flames before an audience is in the scope of a code such as NFPA 101, *The Life Safety Code* has traditionally prohibited open flames within assembly occupancies.

A.1.3.1 The circumstances of each show or attraction can be unique and can require individual evaluation when determining the need for protective systems. Factors such as the experience and qualifications of the operations and maintenance personnel, clearance distance between show elements and nonparticipants, visual conditions, and magnitude of the potential hazards are to be weighed in the development and presentation of the production.

A.1.3.3(1) As covered in NFPA 1126.

A.1.3.3(2) For information on the use of pyrotechnic special effects before an audience, see NFPA 1126.

A.1.3.3(3) For information on the storage of flammable and combustible liquids, see NFPA 30. For information on the storage of flammable gases, see NFPA 55, and NFPA 58.

A.1.3.3(7) For information on the manufacture, transportation, or storage of model or high power rocket motors, see NFPA 1125. For information on the sale or use of model or high power rocket motors, see NFPA 1122 and NFPA 1127.

A.1.3.3(11) For information and guidance on ground-based effects in air shows, refer to International Council on Air Shows (ICAS) *Guidelines for the Use of Pyrotechnics and Special Effects at Air Shows* and NFPA 495.

A.1.3.4 This standard contains user requirements for the performance, use, or installation of flame effects. User requirements are those that apply to users of the product and specify when, where, and how a product is used.

Unlike this standard, a product standard contains performance, testing, and third-party certification requirements, and can contain design requirements, for a specific product, such as a flame effect appliance. Third-party certification includes the requirements for the testing, labeling, listing, follow-up, and quality assurance programs by which a product is certified as being compliant with a specific standard from a certification organization. Product standards should be written, to the extent possible, such that the product is evaluated and tested for compliance with minimal or no judgmental decisions and with specific pass/fail requirements and a designated test method to evaluate the performance. NFPA 160 does not meet these requirements, nor is it intended for use as a product standard.

A.3.2.1 Approved. The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

A.3.2.2 Authority Having Jurisdiction (AHJ). The phrase “authority having jurisdiction,” or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

A.3.2.4 Listed. The means for identifying listed equipment may vary for each organization concerned with product evaluation; some organizations do not recognize equipment as listed unless it is also labeled. The authority having jurisdiction should utilize the system employed by the listing organization to identify a listed product.

A.3.3.3 Arm. In a manually operated system, the enabling, arming, and firing functions are provided directly through the actions of the flame effect operator or assistant. *Arm* means supplying a source of ignition and verifying its presence, such as with manual ignition of a pilot, flammable liquid, or flammable solid.

A.3.3.8 Enable. In a manually operated system, the enabling, arming, and firing functions are provided directly through the actions of the flame effects operator or assistant. *Enable* means bringing to the site all the equipment, setting it up, and readying it for arming, such as bringing a campfire effect to the stage, verifying that no hazards are present in the area, and connecting all components.

A.3.3.11 Fire. In a manually operated system, the enabling, arming, and firing functions are provided directly through the actions of the flame effect operator or assistant. *Fire* means supplying fuel to the source of ignition, such as by manually opening a valve and verifying that the fuel ignites.

A.3.3.12.2 Hybrid Flame Effect Flame effects that use any of the fuels allowed by this standard but are initiated or directly ignited by means of a pyrotechnic device are common examples of a hybrid flame effect. One example of a hybrid flame effect is one that uses a pyrotechnic device or igniter to provide the initial flame to light a supervised pilot burner, which, when ignited, can be then proven by a conventional flame safeguard or other means. Often this hybrid configuration is used where the pilot burner is in and/or around water or spray, and conventional ignition means have been determined to be unreliable or to utilize voltages or currents that provide a risk of hazard to persons in and around the water. In other instances, this configuration might be used for added reliability, operational integration, or simply for convenience. In any of these instances, the pyrotechnic igniter is used under the requirements of NFPA 1126 and is installed, maintained, and operated to meet the requirements of both NFPA 1126 and the AHJ. The flame effect itself, regardless of the fuel it uses, is designed, installed, maintained, and operated to meet the requirements of both NFPA 160 and the AHJ.

A second example of a hybrid flame effect is one that utilizes a combustible dust, initially aerosolized and propelled out the end of the burner nozzle by a charge of compressed air and ignited as it passes through a field of burning metal sparks generated by yet another pyrotechnic device. Dust or powder fuel is an acceptable flame effect material under this standard. What causes this effect to be classified as a hybrid flame effect is that the pyrotechnic ignition device(s) falls under the purview of NFPA 1126. (Note that if a gas pilot burner or even a burning brand were used to ignite an aerosolized powder, this flame effect would not be considered hybrid and would fall entirely under the scope of NFPA 160.)

A third example is an often-used flame effect that is typically limited to outdoor use and utilizes flammable or combustible liquid as a fuel. This would be an acceptable flame effect material under this standard. The fuel is contained in a nonporous bag and placed inside a suitable open-topped container that serves as a “mortar” or burner nozzle. Upon firing, the liquid is freed from the bag, lifted from the barrel, and aerosolized by means of a substantial black powder lifting charge. A second pyrotechnic device might or might not be used to ensure ignition of the fuel at the mouth of the container. What causes this effect to be classified as a hybrid flame effect is that the aerosolizing and igniting charges fall under the purview of NFPA 1126,

or, depending upon the particular composition and quantity of the charge in use, possibly NFPA 1123 or NFPA 495. Additionally, the storage and/or handling of the liquid fuel would be governed by the requirements of NFPA 30. (Note that if a compressed air charge was used to aerosolize the liquid and a gas fired pilot burner or even a burning brand was used to ignite the aerosol, this flame effect would not be considered hybrid and would fall entirely under the scope of NFPA 160.)

A.3.3.18 Flame Effect System. Manually controlled systems might not have interconnected components, devices, and/or appliances that provide all of the functions necessary to fuel, monitor, supervise, generate, and control flame effects, including the emergency shutdown of the flame effects and, where necessary, the monitoring of external conditions that affect operation. The flame effects operator or assistant carries out all the functions described in the definition.

A.3.3.19 Flame Effect Systems, Classifications. Examples of flame effects are as follows:

- (1) *Group I.* Where used to give the illusion of danger to a performer, the use of hand-held burning torches, cigarette lighters, candles, matches, lighting paper in an ashtray, jugglers burning batons, fire rings that are jumped through, and other flame effects that are not included in another flame effect group.
- (2) *Group II.* Unattended torches, burning urns, and small fires.
- (3) *Group III.* An attended, temporarily installed flame effect used by traveling shows and concerts and effects used for limited-duration special events, such as the Olympics. This group also includes a traveling entertainment event that plays various venues, such as (but not limited to) circuses, operas, musicals, stage plays, trade shows, or corporate events. This group effect also includes a non-traveling entertainment event that plays a single venue.
- (4) *Group IV.* A burning cabin or bonfire and large single or multiple flaming brazier entrance features used to create a “theme” atmosphere. A standalone-type flame effect control system without any significant control supervision by a main show control system is used.
- (5) *Group V.* A simulated building or vehicle explosion that is part of a larger theme-type attraction. The flame effect control system is totally dedicated to the operation of the flame effect elements. The flame effect control system maintains all its internal safety features, with the interface between the flame effect control system and the main show control system limited to those commands and status indicators that cannot alter or override the flame supervisory system control logic.
- (6) *Group VI.* A live-action stunt show that is part of a larger theme-type attraction. The flame effect control system is totally dedicated to the operation of the flame effect elements. The flame effect control system maintains all its internal safety features, with the interface between the flame effect control system and the main show control system limited to those commands and status indicators that cannot alter or override the flame supervisory system control logic.
- (7) *Group VII.* A fire created as part of an illusion used to make an item or individual disappear.

See Table A.3.3.19 for a list of features included in each flame effect group.

Table A.3.3.19 Features Included in Flame Effect Groups

Features	Flame Effect Groups						
	I	II	III	IV	V	VI	VII
Outside	X	X	X	X	X	X	X
Inside	X		X	X	X	X	X
Temporary installation	X	X	X		X	X	X
Permanent installation		X		X	X	X	X
Attended	X		X			X	X
Unattended		X		X	X		X
Visual flame verification	X		X				X
Automatic flame supervision		X		X	X	X	X
Manual fuel controls	X						X
Automatic fuel controls		X	X	X	X	X	X
Main show control					X	X	
Proximate cast			X			X	X

Note: A blank space means that the feature cannot be in the group. An X means that it is a feature of the group.

A.3.3.22 Performer. Performers can include, but are not limited to, actors, singers, musicians, and acrobats. [1126, 2016]

A.3.3.25 Primary Safety Control. In the event of ignition failure or loss of flame, the control causes a safety shutdown.

A.3.3.27 Safety Shutdown (Lockout). The flame effect can be restarted only after a manual reset following correction of the abnormal condition.

A.3.3.29 Supervisory Control System. In the case of a manual system, this function might be performed by the flame effect operator or assistant.

A.3.3.30 Support Personnel. Among others, support personnel include the road crew of any production, stage hands, property masters, security guards, fire watch officers, janitors, or any other employee. [1126, 2016]

A.3.3.32 Venue. The term *venue* is one that is widely used in the entertainment industry. For the purposes of this standard, the term is to be used to specify the exact area of the property, building, or the room within a building where the use of flame effects is to be allowed. For example, the use of flame effects can be allowable in one specific meeting room of a hotel, but not in another; or in the case of reconfigurable (flexible plan) buildings or rooms, some configurations can be safe for the use of flame effects, but not others.

A.4.1 The following NFPA standards cover storage of flame effect materials:

NFPA 30, *Flammable and Combustible Liquids Code*

NFPA 54, *National Fuel Gas Code*

NFPA 55, *Compressed Gases and Cryogenic Fluids Code*

NFPA 58, *Liquefied Petroleum Gas Code*

NFPA 59A, *Standard for the Production, Storage, and Handling of Liquefied Natural Gas (LNG)*

NFPA 101, *Life Safety Code*

NFPA 400, *Hazardous Materials Code*

NFPA 1126, *Standard for the Use of Pyrotechnics Before a Proximate Audience*

A.5.1.1 Because permit and approval requirements vary with each jurisdiction, this standard is intended to provide requirements that can be used by the authority having jurisdiction in making sound judgment regarding the safety of the proposed use of flame effects and the qualifications of the flame effect operator.

A.5.1.2 The use of flame effects is governed by a permit, which specifies the date(s) and time(s) or the expiration date of the permit, which, in turn, define the period during which the effects can be used. The length of this period determines the term of installation — that is, whether the flame effect installation is to be considered permanent or temporary. The term of installation is used in this standard as a criterion to classify the flame effects into one of seven groups.

A.5.2.1.1 Where the standards impose different requirements, the most stringent requirement should be the one used, unless otherwise approved by the AHJ.

A.5.2.2.2 There is an inherent danger in the modification of flame effects once the initial commissioning activities are complete. A protective control system could provide protection against events and safety concerns that are not recognized or fully understood by other than the original designers of the system. For others to attempt modifications to a protective system invites the inadvertent elimination of subtle but important safety features of a system.

A.5.3 Measures for control of inadvertent liquefied or gaseous fuel releases, additive system releases, portable component releases, or fire should be coordinated with local emergency-handling agencies, such as fire and police departments.

Information on those hazards not commonly covered in the training programs of emergency-handling agencies should be provided upon request to emergency responders.

The safety of emergency personnel should be considered in the plan.

A.5.3.1.2 See Annex B for guidelines on design of flame effects.

A.5.4.1 The AHJ should invite the local responding fire companies to witness the demonstration to familiarize them with the potential hazards involved.

A.5.5.1(3) A fire watch is a qualified person or persons in attendance during all times when fixed fire protection systems are intentionally taken out of operation and should be acceptable to the authority having jurisdiction. The fire watch should

be familiar with the operation of all fire and life safety systems in the building and be able to notify emergency responders.

A.7.1.2 As a guide, the incident radiation from the flame effect should not cause the surface temperature of the exposed skin of a member of the audience to exceed 111°F (44°C), as measured using an infrared surface thermometer or other equivalent means. The operator should have, on site, the instrumentation necessary to verify skin temperature, if requested by the authority having jurisdiction.

A.8.1 There is no substitute for a diligent, capable, well-trained operations and maintenance staff; therefore, operators of equipment involved in safety-critical processes or effects are the primary safety and control element and should have a full understanding of the system, including the possible dangers and the required responses.

A.8.4 The flame effect operator is defined as the person who has overall responsibility for the flame effect. Attendants and assistants can be less than 21 years of age.

A.9.2 In Table 9.2, Group VI, positive manual enable (PME) is sometimes known as “Man in the Loop.”

A.9.3.1 Enabling the safety-critical effect could require coordination of the emergency stop systems of independent subsystems developed by separate vendors or contractors. This requirement applies only when an emergency stop button is pressed. Generally, conditions internal or local to a single subsystem (other than pressing an emergency stop button) that cause an automatic safety shutdown of one subsystem need not cause a shutdown of other subsystems. After a safety shutdown resulting from a pressed emergency stop button, and after the offending button has been reset, individual subsystems can be brought out of the shutdown condition, as long as no emergency stop button remains pressed.

A.9.3.1.5(6) Examples of monitored conditions are as follows:

- (1) Loss of purge airflow to electrical enclosures in classified areas
- (2) Loss or impairment of required ventilation systems
- (3) Detection of flammable gas
- (4) Loss of “proof of vacancy” in areas that present a serious hazard to personnel
- (5) Loss of proof of the safe state of any valve or other protective device that is required to maintain the protective nature of the system
- (6) Detection of a person in an unsafe area
- (7) Detection of unsafe environmental conditions
- (8) Detection of equipment in an unsafe state, condition, or position
- (9) Wind or other weather conditions that create unsafe conditions
- (10) System errors that should be addressed or acknowledged prior to a restart of the system

A.9.3.2.4.1(3) As shown in Figure A.9.3.2.4.1(3), an example of a supervisor station can include the following:

- (1) Two safety valves in series, each with proof of closure, should be provided in the gas line to the main burners. An automatic vent valve should be provided between the two valves.
- (2) Where the automatic vent valve is prohibited by the authority having jurisdiction, two safety shutoff valves in series, each with an interlock switch, supervised by a listed automatic valve proving system, should be provided in the

- (1) The creation of perfectly round fireballs — those without a tail — often requires that the effect valve be shut while the gas is still exiting the burner nozzle at relatively high velocity. This means that significant residual pressure is



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left in the accumulator after the effect is complete; in other words, to produce round fireballs it is required to have an amount of fuel in the accumulator in excess of that consumed.

- (2) Bursts of multiple fireballs or jet flames are often required to be produced rapidly, sometimes without sufficient interval between each discharge to allow the accumulator to recharge. This situation occurs often in temporarily installed or portable flame effect appliances, particularly when the fuel supply is not capable of supporting high flow rates during the charge cycle. In this case, the accumulator must store more fuel than is consumed in a single discharge, although it is expected that the bulk of the fuel will be consumed over the course of a full burst.
- (3) It is considered good practice to maintain a fuel-rich atmosphere inside the accumulator at all times, one that is well above the upper flammable limit. In order to do so it is necessary to shut the effect valve before all of the pressure in the accumulator is exhausted, trapping some fuel in the accumulator in excess of the amount consumed.

It is important to realize that even when an accumulator is sized exactly to the amount of fuel to be consumed, there are some situations where the accumulator will be left with an excess of fuel. Take, for example, an accumulator that has been charged, but for any number of reasons — performer off the mark, detected failure of the igniter, and so forth — the flame effect is not discharged. The result is a fully charged accumulator that can or cannot be consumed during the subsequent course of the performance. This scenario points out the necessity of providing each accumulator with a means of venting the fuel to a safe point of discharge, as required in 9.3.2.6(6).

A.9.3.3 Some of the operating parameters that can be enabled or monitored during the enabling of the flame effect control system include the following:

- (1) Control power
- (2) Main fuel supply
- (3) Safety interlocks
- (4) Ventilation airflow interlock (where used)
- (5) Support services (compressed air, hydraulic pressure, etc.)
- (6) Other parameters as required by the authority having jurisdiction

A.9.3.3.2 Where required for operation and maintenance, control systems can have separate sources of control power to allow operation in distinct modes; for example, they can have one source for automatic (normal) operation and a second for limited operation of the flame effects for the purpose of maintenance and testing. Where multiple sources of control power are available, the design of the flame effect control system should meet the following minimum criteria:

- (1) One mode of operation should be “off,” which should remove all control power from the flame effect control system.
- (2) System operation should be such that the selection of one mode of operation disables all other modes of operation. It should not be possible to change from one mode of operation to another without turning all control power off. The flame effect control system should operate safely during the transition from one mode to any other mode of operation.

- (3) All control power, regardless of source and mode of operation, should be interrupted by actuation of the emergency stop system. Loss of control power should bring the flame effect system to a safe state.
- (4) When a main show control system is used, the status of the control power (mode of operation) should be automatically sent to the show control system at all times. Where a main show control system is used, and the mode of operation is in any mode other than that of normal automatic operation, or “off,” the sending of any command from the show control system to the flame effect control system should automatically actuate the emergency stop system and bring the flame effect system to a safe state.

Circumstances for consideration include the following:

- (1) Particular position, mode, or state for the proper operation of a safety-critical system.
Example: A fire-breathing dragon that needs to be in a particular position before fire is initiated. Similarly, other set pieces might have to be out of the area of the fire before fire is initiated.
Example: A fire on a set that is on a lift and that is not to be initiated until the lift is confirmed to be in the fully raised position.
- (2) Effects on vision or hearing that could prevent the safe operation of systems or the related procedures or operations.
Example: A fog or other atmospheric effects system that could obscure egress routes or interfere with monitoring an effect fire or with taking corrective action in case of an incident.
- (3) Conditions that can be confused with conditions or events of the safety-critical system.
Example: Other effect systems that create the appearance of fire, smoke, or heat.

Personal computers, single-board controllers, and other systems that have control capability but that are not routinely used in protective applications should not be used as life safety controllers. Only effect safety controllers should be used to prevent any safety-critical action. Non-effect safety controllers should not be used to allow, trigger, or request safety-critical action unless the signals of these non-effect safety controllers are intercepted and qualified by an effect safety controller that has responsibility for allowing safety-critical actions. Personal computers and single-board controllers can be used in related applications such as the display, logging, and trending of process variables, environmental conditions, status, faults, and other information.

Show controllers, including stage, lighting, pyrotechnics, animation, automation, and audio controllers that are used to control overall show timing relationships or that provide synchronization with audio, lighting, and unrelated effects, should be permitted to provide timing information to a flame effect safety controller but should not directly control safety-critical processes. The flame effect safety protective controller then should use this information, and other safety-related information, to control safety-critical effects.

The flame effect control system that is responsible for control of safety-critical effects should not provide control of general show timing or of non-safety-critical effects, except as follows:

- (1) Timing internal to a single effect, such as to create phases or sub-effects, should be permitted to be programmed into the flame effect control system.
- (2) The protective flame effect control system should be permitted to provide control of a limited number of small non-safety-critical effects with limited and simple timing needs. In such cases, there should be a division of the safety-critical and non-safety-critical functions of the system.

The purpose of the requirement in 9.3.3.2 is to prevent equipment that is being used for protective control purposes from being utilized for general show control purposes when doing so would partially obscure the protective control purpose of the system, distracting the designers and operators from devoting attention to the safety-critical aspects of the system, which are of primary concern.

A.9.3.3.4 Examples of interlocks that can be included in the flame effect control systems are as follows:

- (1) Wind speed and direction
- (2) Critical temperatures
- (3) Opacity instrumentation
- (4) Purge airflow and/or damper positions
- (5) Combustion airflow
- (6) Position indicator switches for animated figures and sets
- (7) Cast position confirmation switches
- (8) Audience position/ride vehicle position indicators
- (9) Others as required by the operation of the show

A.9.3.4.4 Some of the sensors that are currently in use for monitoring these characteristics are as follows:

- (1) Ultraviolet flame detector in combination with a listed primary safety control
- (2) Infrared flame detector in combination with a listed primary safety control
- (3) Flame rod in combination with a listed primary safety control
- (4) Thermocouple temperature sensor in combination with a listed primary safety control or as part of a listed automatic valve assembly
- (5) Other devices directly sensitive to the characteristics of the means of ignition and acceptable to the authority having jurisdiction

A.9.3.5 The firing of the flame effect is normally achieved through the release of the fuel into ambient air where the mixture is ignited by an ignition device. Normally, this is achieved by the opening of a manual or electrically actuated fuel release valve. Other methods of fuel release are acceptable on the approval of the local authority. Examples of firing methods for flame effects are as follows:

- (1) Manual firing by cast member or technician
- (2) Firing by a timer and/or programmable logic controller (PLC)
- (3) Firing by a PLC with PME

A.9.3.5.3 Certain venues can have areas, both visible to and out of sight of the technical director, in which a person who is present in the area during the firing of the effects might be exposed to the possibility of injury. These areas should be supervised by an intrusion monitor and alarm system during all times when the effects are enabled.

A.9.3.5.4 Certain venues can have areas, both visible to and out of sight of the technical director, where during the enable process one of the following can occur:

- (1) Cast members can be present immediately before or after the firing of the effect.
- (2) Members of the audience might enter the area during the firing of the effect.
- (3) Moving set pieces can affect the safe operation of the effect.

A PME of the flame effect control system should be maintained by a qualified operator with a clear view of the operating area of the effect during the entire process of the enabling, arming, and firing of the effect.

Where the technical director does not have a clear view of the hazard area, additional PME devices should be installed and operated by qualified operators who are in such a position that they have a clear view of the area. Cast members who can be present immediately before the arming and firing of the effect should have additional PME devices that have to be actuated before the flame effect can be fired.

These PME devices should have the following characteristics:

- (1) The PME device should consist of a momentary contact push button switch that will close a normally open isolated contact when depressed, thereby sending a confirming signal to show control.
- (2) These enable operators should be located in positions such that the technician or cast member can view the effects area and/or confirm that they are safely out of harm's way.
- (3) Manual enable operators should be clearly identified as to function. Indicator lights can be provided in the push button or adjacent to the push button to confirm to the operator that the enable signal has been sent to show control.
- (4) In the event that any PME signal is not sent or is removed during the arming and firing sequence of an effect, a non-recycling shutdown of that effect or group of effects should occur. The effects can be returned to service only following the removal of the effect enable input and restarting the process. Other flame effects and show elements can continue to operate normally for the remainder of the show.

Repetitive protective operations by human operators are of limited value due to the acclimatization of the operator. When repetitive enabling of an effect is required, appropriate steps should be taken to assure that the operator remains alert for every action.

Although each situation is different and multiple remedies could be required in some situations, steps that can be used to address this concern include the following:

- (1) Use two individually monitored buttons, each serving the same enabling function, separated by a distance such that the operator has to be facing the area of safety concern when the buttons are pressed.
- (2) Activate the buttons upon an indication in the vicinity of the area of safety concern. For example, rather than illuminating the enable buttons, illuminate an indicator near the flame so that the operator will be encouraged to look in the direction of the flame to determine when to press the enable button.

- (3) Vary the timing of the effect to the extent possible within the creative constraints of the show.

A.11.2.1 The following steps are recommended as part of the fire hazards evaluation procedure:

- (1) List and describe the following:
 - (a) Sources of ignition
 - (b) Spread of fire
 - (c) Potential duration of fire
 - (d) Smoke generation
 - (e) Potential collection or drift of flammable vapors and gases
 - (f) Exposure of personnel to decomposition products
 - (g) The time required for emergency evacuation of the audience
 - (h) Extinguishment potential of supplemental standby fire equipment
 - (i) The additional fire load from the flame effect
 - (j) Existing building fire protection systems
 - (k) Other factors specific to the flame effect
- (2) Prepare a general description of the fire prevention and fire protection systems that exist and that will be provided. Define the fire hazards that can exist and state the loss-limiting criteria to be used in the design of the flame effect.
- (3) Conduct an exposure analysis to determine safe distances of the flame effect from adjacent facilities. Consider the use and effect of noncombustible fire-retardant and heat-resistant materials.
- (4) Review and describe the control and operating room areas, if applicable, and the detection and extinguishing systems that will be provided for these areas.

A.11.3 Supplemental fire protection equipment can consist of charged handlines, hand portable extinguishers, wheeled extinguishers, pre-engineered or engineered systems capable of properly extinguishing the flame effect, and any combustible materials within the immediate area. The manufacturer of the equipment should be consulted for assistance on fire extinguishing equipment and agents.

Annex B Design of Flame Effects

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

B.1 Design Plan. The design plan for flame effects should be based on the criteria outlined in B.1.1 through B.1.2.

B.1.1 Location.

B.1.1.1 The design plan for outdoor flame effects should include the following:

- (1) Weather (e.g., wind), with safety provisions provided to halt the effect where safe operation of a flame effect can be influenced by hazardous weather conditions
- (2) Intrusion (security)
- (3) Egress
- (4) Clearance to combustibles
- (5) Fire protection

B.1.1.2 The design plan for indoor flame effects should include the following:

- (1) Ventilation (where used to exhaust the products of combustion of a flame effect), with means provided to

prevent fuel flow in the event that the source of ventilation air is interrupted

- (2) Clearance to combustibles
- (3) Egress
- (4) Environment
- (5) Fire protection
- (6) Life safety provisions
- (7) Intrusion (security)

B.1.2 Flame Effect Operator Participation.

B.1.2.1 The design plan for attended effects should include the following:

- (1) Control by the operator or performer during start-up, operation, and shutdown
- (2) Operator in attendance during effect
- (3) Training of operators

B.1.2.2 The design plan for unattended effects should include the following:

- (1) Design for unattended operation
- (2) Supervision by automatic systems
- (3) Audience proximity/audience intrusion prevention
- (4) Control type — automatic
 - (a) Show events cued by a control system (mechanical or electrical)
 - (b) Different levels of automatic operation
 - (c) Requirements to be developed for flame effect control systems
- (5) Manual control type — supervision of the performance of the device by the operator or technician with the flame effect in open view
- (6) Control location
 - (a) Local control — a flame effect controlled by an operator who has a clear view of the flame effect area
 - (b) Remote control
- (7) Fuel supply and fuel additives
 - (a) Portable
 - (b) Fixed

Annex C Inspection Guidelines

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

C.1 General. The following guidelines are provided as a possible inspection routine that can be used as a model.

C.2 Inspection and Re-Verification of Flame Effects Function.

Following issuance of the use permit by the local authority having jurisdiction (*see 5.3.1*) and completing the Approval Requirements (*see Section 5.2*), the flame effect(s) show action equipment should be subjected to a periodic functional verification and calibration of critical components according to the requirements of a written test plan/procedure as created by the designer of the effects or other responsible individual. A written report and/or completed checklist in a format acceptable to the local jurisdiction should be made a permanent part of the effects documentation.

C.2.1 Temporary Flame Effects Installations. Temporary flame effects installations should be evaluated on a periodic basis by a qualified technician/operator according to the guidelines outlined in C.2.1.1 and C.2.1.2.

C.2.1.1 Daily Inspection and Testing. Any critical deficiencies and/or malfunctions are to be corrected and noted in the show documentation prior to the operation of the effects in the show. Inspection should include the following:

- (1) Visual inspection of fuel storage area, which includes verifying that the fuel supply is properly secured, that general housekeeping is according to proper standards, whether there is accumulation of flammable materials, convenient access to critical areas, and the absence of any items not directly related to the storage or management of the fuel supply.
- (2) Visual inspection of performance area(s), which includes general housekeeping, accumulation of incidental flammable materials, condition of sets and props, convenience of access, and any other condition relating to the proper operation of the effects.
- (3) Visual inspection of fire effects equipment to verify that the components are functional. Significant degradation or damage should be noted and repaired or replaced as necessary.
- (4) As part of the daily preset for the show, the effect(s) should be operated according to the procedure established by the designer of the effect to verify the proper operation of the enable and arming as designed. Any discrepancies in the normal operation of the effect should be noted and corrected prior to the operation of the effect during the show.
- (5) Verification that all provisions for the emergency shutdown of the effect, including fuel management and fire suppression measures, are present and/or operating normally.
- (6) Observation of the operation of the effect during the show to verify that it is functioning according to the expected operating profile.

C.2.1.2 Weekly and Monthly Inspection and Testing. Weekly and monthly inspection and testing should be conducted and noted as dictated by the design and operation of the effects and the duration of the temporary installation.

C.2.2 Permanent Flame Effects Installations. Permanent flame effects installations should be evaluated on a periodic basis by a qualified operator according to the guidelines outlined in C.2.2.1 through C.2.2.4.

C.2.2.1 Daily Inspection and Testing. Any critical deficiencies and/or malfunctions are to be corrected and noted in the show documentation prior to the operation of the effects during the show. Inspection should include the following:

- (1) Visual inspection of fuel storage area, which includes verifying that the fuel supply is properly secured, that general housekeeping is according to proper standards, whether there is accumulation of flammable materials, convenient access to critical areas, and the absence of any items not directly related to the storage or management of the fuel supply.
- (2) Visual inspection of performance area(s), which includes general housekeeping, accumulation of incidental flammable materials, condition of sets and props, convenience of access, and any other condition relating to the proper operation of the effects.
- (3) Visual inspection of fire effects equipment to verify that the components are functional. Significant degradation or damage should be noted and repaired or replaced as necessary.

- (4) Verification that all primary limits [lower explosive limit (LEL) sensors, airflow switches, fuel pressure switches, etc.] are conditioned in the proper control profile and that they indicate a proper operating level of the parameter being monitored.
- (5) As part of the daily preset for the show, the effect(s) should be operated according to the procedure established by the designer of the effect to verify the proper operation of the enable and arming as designed. Any discrepancies in the normal operation of the effect should be noted and corrected prior to the operation of the effect during the show.
- (6) Verification that all provisions for the emergency shutdown of the effect, including fuel management and fire suppression measures, are present and/or operating normally.
- (7) Observation of the operation of the effect during the show to verify that it is functioning according to the expected operating profile.

C.2.2.2 Monthly Inspection and Testing. In addition to the recommended tests as stated in C.2.2.1, the following tests and inspections should be performed as required:

- (1) Test and calibrate any limit or interlock control device that could be subject to a change in the measured value as a normal part of the operation of the device over a period of time according to the recommendations of the manufacturer.
- (2) Perform a leak test of any primary fuel supply shutoff valves according to the recommendations of the manufacturer.
- (3) Verify that any intrusion and/or position interlocks are operating properly and the actuation of any such device results in the desired control system response.
- (4) Other test sequences as recommended by the effects designer or other cognizant individual.

C.2.2.3 Quarterly Inspection and Testing. In addition to the recommended tests as stated in C.2.2.1 and C.2.2.2, the following tests and inspections should be performed as required:

- (1) Calibrate all primary limit or interlock control devices, which could be subject to a change in the measured value as a normal part of the operation of the device over a period of time.
- (2) Actuate all primary limit or interlock control devices to confirm proper function, control response, and confirmation of actuation.
- (3) Actuate any central fire alarm system to verify that the actuation will result in the emergency stop of the effects control system.
- (4) Actuate all show emergency stop operators to confirm their proper function and confirmation of actuation. Furthermore, selected emergency stop operators should be actuated during the operation of the effects to verify the proper emergency shutdown of the effects.
- (5) Operate the fuel supply enable control circuit to verify the proper function of the fuel limits and valves.
- (6) Enable and arm randomly selected effects to verify the proper operation of the ignition management control circuit, including safe start check, trial for ignition, flame failure response time, and non-recycling operation as necessary. The number of effects to be tested should be a minimum of 3 or 20 percent of the total number of flame effects in the control system. Where the design of the

controls includes multiple zones, at least one effect in each zone should be tested.

- (7) Test the PME operator during the operation of the effects to verify that the effects will not enable, arm, and fire without the presence of the PME and that the removal of the PME during the enabling, arming, and firing sequence of the effects will shut down the effects operation as designed.
- (8) Operate the effects in the normal show mode to verify that they are enabling, arming, and firing in the expected sequence according to the normal show profile.
- (9) Other test sequences as recommended by the effects designer or other cognizant individual.

C.2.2.4 Annual Inspection. The annual inspection of the flame effects will verify the proper function of all effects control components and serve as a certification of the condition and operation of the effects control system for the renewal of the operating permit as issued by the local jurisdiction. The test sequence should include those sequences as stated in C.2.2.1, C.2.2.2, and C.2.2.3, to such an extent that all control systems and components are tested, verified, and functioning properly, and that any other tests as recommended by the effects designer or other cognizant individual are performed.

Annex D Informational References

D.1 Referenced Publications. The documents or portions thereof listed in this annex are referenced within the informational sections of this standard and are not part of the requirements of this document unless also listed in Chapter 2 for other reasons.

D.1.1 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 30, *Flammable and Combustible Liquids Code*, 2015 edition.

NFPA 54, *National Fuel Gas Code*, 2015 edition.

NFPA 55, *Compressed Gases and Cryogenic Fluids Code*, 2016 edition.

NFPA 58, *Liquefied Petroleum Gas Code*, 2014 edition.

NFPA 59A, *Standard for the Production, Storage, and Handling of Liquefied Natural Gas (LNG)*, 2013 edition.

NFPA 101®, *Life Safety Code®*, 2015 edition.

NFPA 400, *Hazardous Materials Code*, 2016 edition.

NFPA 495, *Explosive Materials Code*, 2013 edition.

NFPA 1122, *Code for Model Rocketry*, 2013 edition.

NFPA 1123, *Code for Fireworks Display*, 2014 edition.

NFPA 1125, *Code for the Manufacture of Model Rocket and High Power Rocket Motors*, 2012 edition.

NFPA 1126, *Standard for the Use of Pyrotechnics Before a Proximate Audience*, 2016 edition.

NFPA 1127, *Code for High Power Rocketry*, 2013 edition.

D.1.2 Other Publications.

D.1.2.1 ICAS Publications. The International Council of Air Shows (ICAS), 751 Miller Drive, SE., Suite F-4, Leesburg, Virginia 20175.

Guidelines for the Use of Pyrotechnics and Special Effects at Air Shows.

D.2 Informational References. (Reserved)

D.3 References for Extracts in Informational Sections.

NFPA 1126, *Standard for the Use of Pyrotechnics Before a Proximate Audience*, 2016 edition.



11 W. 9th St. Dubuque, IA 52001
Phone: 563-589-4160 | Fax: 563-589-4209 | Email: fire@cityofdubuque.org

Permit Application

Date of Application: 04/09/2025
Applicant / Contact Person: Hairball Productions / Danielle Findling
Phone/Cell Number: 952-484-4696
E-mail Address: danielle@hairballonline.com
Event Location / Address: Q Casino / 1855 Greyhound Park Rd, Dubuque, IA
(also attach Google Map of location - marked with an "X")

Type of Permit Requested: (Check One)

- ☐ Agricultural Land Burn (30day)
- ☐ Bon Fire (1 day)
- ☐ Blasting (30 day)
- ☒ Fireworks / Pyrotechnics (1 day)
- ☐ Land Clearing Burn (30 day)
- ☐ Prescribed Burn (30day)
- ☐ Temporary Membrane Structure, Tents, and Inflatables

Please provide information regarding permit request:

For pyrotechnics during Hairball performance at Q Casino on 6/27/25

Please see attached "Hairball Pyro Info" packet

Details regarding the permit requirements must be filed when application is made and whenever requested by the Fire Marshal. It is the applicant's responsibility to satisfy all permit requirements, submit applicable fees with application, and ensure that conditions are in accordance with applicable State and Local fire regulations.

Applicant's Signature

FOR DEPARTMENT USE ONLY

DATE ISSUED: _____

FEE: \$ _____ ☐ PAID

☐ APPROVED ☐ DENIED

FIRE MARSHAL: _____

NOTE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	CONTACT NAME: PHONE (A/C, No, Ext): 415-475-4300 FAX (A/C, No): 415-475-4303 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's, London NAIC # AA-1128623
INSURED Hairball Productions LLC 3751 Culver Court Faribault MN 55021	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** BL-003905**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		PY/25-0007	02/11/2025	02/11/2026	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$	
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							N / A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Q Casino & Resort, Dubuque Racing Association, City of Dubuque, IA are Additional Insured as respects the SPFX fireworks display(s) on 06/27/2025 located at 1855 Greyhound Park Rd, Dubuque, IA 52001. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER**CANCELLATION**

Q Casino & Resort 1855 Greyhound Park Rd Dubuque IA 52001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"
This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Q Casino & Resort, Dubuque Racing Association, City of Dubuque, IA

1855 Greyhound Park Rd, Dubuque, IA 52001

06/27/2025

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

- (i) **Personal Injury and Advertising Injury Liability;**
- (ii) Fire Legal Liability;
- (iii) Employee Benefits Liability;
- (iv) **Bodily Injury or Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;
- (v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.
- (vi) **Products-Completed Operations Hazards;**
- (vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.
- (viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.

Pamela Swartz

Subject: FW: Hairball Pyrotechnics Permit Application 6-27-25
Attachments: Dubuque Permit App.pdf; 2025 Hairball Pyro Info.pdf; 6-27-25 Dubuque.pdf

From: Danielle Findling <danielle@hairballonline.com>
Sent: Wednesday, April 9, 2025 12:43 PM
To: Fire <fire@cityofdubuque.org>
Subject: Hairball Pyrotechnics Permit Application 6-27-25

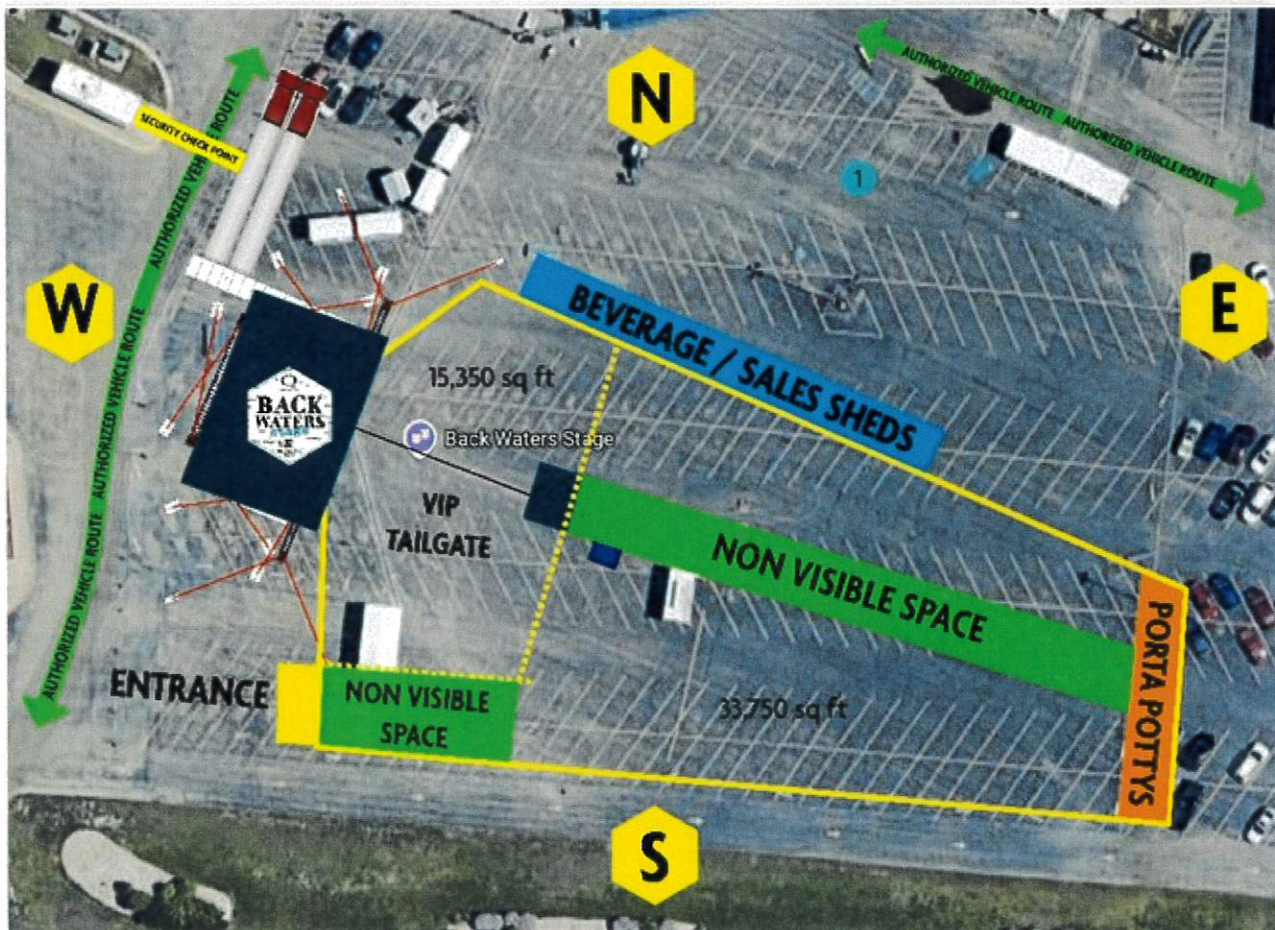
Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Hi there!

Hairball is coming to play Q Casino on Friday June 27. I have attached the permit application, some maps, the COI, and our pyro packet.
Please let me know if there is anything else you need!

Thanks!



Danielle Findling

Office Manager, Hairball Productions

(952)484-4696 | Danielle@HairballOnline.com

HairballOnline.com

3751 Culver Court, Faribault, MN 55021

Hairball Pyrotechnics Permit – Q Casino

Name of the person sponsoring the production: Hairball Productions LLC

Date and time of production: Friday June 27 @ 9:30 pm

Exact location of production: Backwaters Stage - Outlined on images provided

Name of person in charge of firing the pyrotechnics – Bryant Beckermann

Number, names, and ages of assistants – N/A

Qualifications of the pyrotechnic operator – Licensed in state of Minnesota. MN #1035

Pyrotechnic experience of operator - Head pyro tech for Hairball for over 6 years, shooting roughly 90 shows a year.

Confirmation of state license – Outlined in Hairball pyro packet

Evidence of the insurance - Submitted

Number and types of devices – Outlined in Hairball pyro packet

Diagram of the grounds – Location of stage provided, stage set up outlined in Hairball pyro packet

Point of on-site assembly – Next to stage

Manner and place of storage – Devices trucked to, assembled, and discharged day of show

MSDS – Outlined in Hairball pyro packet

Flame-retardant certificates – In Hairball pyro packet and sewn on any drapes

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE: Approval of Retail Alcohol Licenses

SUMMARY: City Manager recommending City Council approval of retail alcohol licenses as submitted.
RESOLUTION 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

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

ATTACHMENTS:

1. MVM Memo
2. MAY 19th 2025 AGENDA
3. 5-19-25 Staff Memo
4. 5-19-25 Resolution
5. Discontinuing Class E Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- Buffalo Wild Wings-2805 NW Arterial
- Days Inn & Spirits Bar & Grill-1111 Dodge St.
- Dubuque Discount Gas-10 Main St.
- Dubuque Moose Lodge 355-2635 Windsor Ave.
- Hilton Garden Inn, Q Casino, & Houlihan's-1801 & 1855 Greyhound Park Dr.
- Los Aztecas III Mexican Restaurant-2345 NW Arterial
- Mason Dixon Saloon-163 Main St.

New Applications

- Dolphs - 333 East 10th St.

Special Event(s) per Special Event Application Submittal

- Area Residential Care - 6-12-25 to 6-25-25, 350 Bell St.
- Monks Kaffee Pub - 6-1-25 to 6-4-25 and 10-5-25 to 10-9-25, 373 Bluff St.
- Q Casino - Summers Last Blast - 8-1-25 to 8-5-25, 1855 Greyhound Park Rd. Parking Lot

Premise Update

- 7 Hills Ballroom - Permanently moving from 333 East 10th St. to 1050 Washington St.

Adding A Privilege

- First Reserve – Adding Outdoor Service-210 West 1st St.

New Applications Provisional Issuances

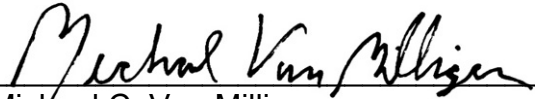
- Barrel Head Winery - 5-15-25 to 5-19-25, 432 West 4th St.
- Dubuque Jaycees, Millwork Night Market - 5-4-25 to 5-8-25, 6-8-25 to 6-12-25, 7-6-25 to 7-10-25, 8-10-25 to 8-14-25, 9-7-25 to 9-11-25, 10-5-25 to 10-9-25, 7th & Jackson to 9th & Jackson + East 8th St. to Elm St.

- Jubeck New World Brewing LLC - 5-10-25, 5-17-25, 5-24-25, 5-31-25, 6-7-25, 6-14-25, 6-21-25, 6-28-25, 7-5-25, 7-12-25, Outdoor service area for Saturday Farmer's Market.

DATE: May 13, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: Buffalo Wild Wings-2805 NW Arterial, Days Inn & Spirits Bar & Grill-1111 Dodge St., Dubuque Discount Gas-10 Main St., Dubuque Moose Lodge 355-2635 Windsor Ave., Hilton Garden Inn, Q Casino, & Houlihan's-1801 & 1855 Greyhound Park Dr., Los Aztecas III Mexican Restaurant-2345 NW Arterial, Mason Dixon Saloon-163 Main St.; and City Clerk Adrienne Breitfelder is recommending City Council approval for New Applications: Dolphs - 333 East 10th St.; Special Event(s) per Special Event Application Submittal: Area Residential Care - 6-12-25 to 6-25-25, 350 Bell St.; Monks Kaffee Pub - 6-1-25 to 6-4-25 and 10-5-25 to 10-9-25, 373 Bluff St.; Q Casino - Summers Last Blast - 8-1-25 to 8-5-25, 1855 Greyhound Park Rd. Parking Lot; Premise Update; 7 Hills Ballroom - Permanently moving from 333 East 10th St. to 1050 Washington St.; Adding A Privilege: First Reserve – Adding Outdoor Service-210 West 1st St.; New Applications Provisional Issuances: Barrel Head Winery - 5-15-25 to 5-19-25, 432 West 4th St.; Dubuque Jaycees, Millwork Night Market - 5-4-25 to 5-8-25, 6-8-25 to 6-12-25, 7-6-25 to 7-10-25, 8-10-25 to 8-14-25, 9-7-25 to 9-11-25, 10-5-25 to 10-9-25, 7th & Jackson to 9th & Jackson + East 8th St. to Elm St.; Jubeck New World Brewing LLC - 5-10-25, 5-17-25, 5-24-25, 5-31-25, 6-7-25, 6-14-25, 6-21-25, 6-28-25, 7-5-25, 7-12-25, Outdoor service area for Saturday Farmer's Market.

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
Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

MEMORANDUM

DATE: May 05, 2025

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Buffalo Wild Wings-2805 NW Arterial
- Days Inn & Spirits Bar & Grill-1111 Dodge St.
- Dubuque Discount Gas-10 Main St.
- Dubuque Moose Lodge 355-2635 Windsor Ave.
- Hilton Garden Inn, Q Casino, & Houlihan's-1801 & 1855 Greyhound Park Dr.
- Los Aztecas III Mexican Restaurant-2345 NW Arterial
- Mason Dixon Saloon-163 Main St.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

Buffalo Wild Wings-2805 NW Arterial

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbance, 1 crime against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violation against the business.

Days Inn & Spirits Bar & Grill-1111 Dodge St.

Since the last renewal date there have been 4 calls for service to the establishment. There were 1 disturbance, 2 crime against persons, 0 crimes against property, and 2 public morals call. Additionally, there were 3 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-002486	Theft	Report Taken
2024-004726	Public Intox, Interference w/Official acts	Arrest
2024-006589	Assault	Arrest
2024-008258	Public Intox	Arrest

Dubuque Discount Gas-10 Main St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Dubuque Moose Lodge 355-2635 Windsor Ave.

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

Hilton Garden Inn, Q Casino, & Houlihan's-1801 & 1855 Greyhound Park Dr.
 Since the last renewal date there have been 7 calls for service to the establishment. There were 1 disturbance, 1 crime against persons, 1 crime against property, and 5 public morals call. Additionally, there were 6 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-004553	Public Intox	Arrest
2024-005154	Theft	Arrest
2024-006092	Assault	Report Taken
2024-006122	Controlled Substance	Arrest
2024-007962	Disorderly Behavior, Public Intox	Arrest
2025-001956	Public Intox	Arrest
2025-002048	Public Intox	Arrest

Los Aztecas III Mexican Restaurant-2345 NW Arterial
 Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 1 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-004368	Theft	Suspended lack of leads

Mason Dixon Saloon-163 Main St.
 Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-008736	Public Intox	Arrest

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Buffalo Wild Wings-2805 NW Arterial, Days Inn & Spirits Bar & Grill-1111 Dodge St., Dubuque Discount Gas-10 Main St., Dubuque Moose Lodge 355-2635 Windsor Ave., Hilton Garden Inn, Q Casino, & Houlihan's-1801 & 1855 Greyhound Park Dr., Los Aztecas III Mexican Restaurant-2345 NW Arterial, Mason Dixon Saloon-163 Main St.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license renewals for: Buffalo Wild Wings-2805 NW Arterial, Days Inn & Spirits Bar & Grill-1111 Dodge St., Dubuque Discount Gas-10 Main St., Dubuque Moose Lodge 355-2635 Windsor Ave., Hilton Garden Inn, Q Casino, & Houlihan's-1801 & 1855 Greyhound Park Dr., Los Aztecas III Mexican Restaurant-2345 NW Arterial, Mason Dixon Saloon-163 Main St.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

TO: Michael C. Van Milligen, City Manager
FROM: Adrienne N. Breitfelder, City Clerk
DATE: May 8, 2025
SUBJECT: Retail Alcohol License Approvals for the following:

New Applications

- Dolphs - 333 East 10th St.

Special Event(s) per Special Event Application Submittal

- Area Residential Care - 6-12-25 to 6-25-25, 350 Bell St.
- Monks Kaffee Pub - 6-1-25 to 6-4-25 and 10-5-25 to 10-9-25, 373 Bluff St.
- Q Casino - Summers Last Blast - 8-1-25 to 8-5-25, 1855 Greyhound Park Rd. Parking Lot

Premise Update

- 7 Hills Ballroom - Permanently moving from 333 East 10th St. to 1050 Washington St.

Adding A Privilege

- First Reserve – Adding Outdoor Service-210 West 1st St.

New Applications Provisional Issuances

- Barrel Head Winery - 5-15-25 to 5-19-25, 432 West 4th St.
- Dubuque Jaycees, Millwork Night Market - 5-4-25 to 5-8-25, 6-8-25 to 6-12-25, 7-6-25 to 7-10-25, 8-10-25 to 8-14-25, 9-7-25 to 9-11-25, 10-5-25 to 10-9-25, 7th & Jackson to 9th & Jackson + East 8th St. to Elm St.
- Jubeck New World Brewing LLC - 5-10-25, 5-17-25, 5-24-25, 5-31-25, 6-7-25, 6-14-25, 6-21-25, 6-28-25, 7-5-25, 7-12-25, Outdoor service area for Saturday Farmer's Market.

INTRODUCTION

The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the

application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION

The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval for new and renewal applications before a regularly scheduled City Council meeting, provided the applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION

I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

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

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

Whereas ,the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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 issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
Dolphins	333 East 10th St.
Renewals	
Buffalo Wild Wings	2805 Northwest Arterial
Days Inn & Spirits Bar & Grill	1111 Dodge St.
Dubuque Discount Gas LLC	10 Main St.
Dubuque Lodge 355	2635 Windsor Ave.
Hilton Garden Inn & Q Casino & Houlihan's	1801 & 1855 Greyhound Park Dr.
Los Aztecas III Mexican Restaurant	2345 NW Arterial
Mason Dixon Saloon	163 Main St.
Special Event(s) per Special Event Application Submittal	
Area Residential Care 6-12-25 to 6-25-25	350 Bell St.
Monks Kaffee Pub 6-1-25 to 6-4-25 and 10-5-25 to 10-9-25	373 Bluff St.
Q Casino - Summers Last Blast 8-1-25 to 8-5-25	1855 Greyhound Park Rd. Parking Lot

Premise Update	
7 Hills Ballroom	Permanently moving from 333 East 10 th St. to 1050 Washington St.
Adding A Privilege	
First Reserve	210 West 1st St.
New Applications Provisional Issuances	
Barrel Head Winery 5-15-25 to 5-19-25	432 West 4th St.
Dubuque Jaycees, Millwork Night Market 5-4-25 to 5-8-25, 6-8-25 to 6-12-25, 7-6-25 to 7-10-25, 8-10-25 to 8-14-25, 9-7-25 to 9-11-25, 10-5-25 to 10-9-25	7th & Jackson to 9th & Jackson + East 8th St. to Elm St.
Jubeck New World Brewing LLC 5-10-25, 5-17-25, 5-24-25, 5-31-25, 6-7-25, 6-14-25, 6-21-25, 6-28-25, 7-5-25, 7-12-25	Outdoor service area for Saturday Farmer's Market.

Passed, approved, and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, 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: Mayor Brad M. Cavanagh and Members of the City Council

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Discontinuation of Class "E" Retail Alcohol License Renewal Memos

DATE: May 9, 2025

Under Iowa Code §123.35, a Class "E" Retail Alcohol License automatically renews without local authority endorsement or administrator approval, as long as the annual fee has been collected by the state and certain conditions have been met since the prior license was issued. Since 2023, the City Clerk's Office has periodically provided memos throughout the year listing Class "E" retail alcohol licenses that were automatically renewed without local authority endorsement. These memos were informational only, intended for the City Council to receive and file, and were shared in the interest of transparency.

However, the Iowa Department of Revenue's Alcohol and Tax Compliance Division, which oversees retail alcohol licensing, has recently advised that this information does not need to be shared with the City Council. Because the local authority does not play a role in the renewal of these licenses, it is not necessary for the City Council to be notified or for the local authority to monitor them. As a result, memos listing Class "E" Retail Alcohol licenses scheduled for automatic renewal will no longer be submitted. This change aligns with guidance from the Iowa Department of Revenue and ensures that staff resources are used efficiently by discontinuing a reporting practice that is unnecessary.

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE: Cedar Cross Road Urban Revitalization Plan

SUMMARY: City Manager recommending City Council adopt a resolution setting a public hearing for June 2, 2025, to consider approving the Cedar Cross Road Urban Revitalization Plan.
RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa, Finding An Area Referred To As The Cedar Cross Road Urban Revitalization Area Hereinafter Described, Appropriate For Public Improvements Related To Housing And Residential Development And Construction Of Residential Development, Including Single Or Multifamily Housing Necessary In The Interest Of Public Health, Safety, Or Welfare Of The Residents Of The City And Setting A Public Hearing On Creation Of The Cedar Cross Road Urban Revitalization Area

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for June 2, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Cedar Cross Road Urban Revitalization Plan
4. Area Map
5. Conceptual Plan_Cedar Cross Road Project
6. Rendering of Cedar Cross Road apartments
7. Long Range Planning Advisory Commission Recommendation to CC
8. Notice of Hearing
9. Resolution Setting Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing to Adopt a Cedar Cross Road Urban Revitalization Plan

DATE: May 12, 2025

Economic Development Director Jill Connors is recommending City Council adopt a resolution setting a public hearing for June 2, 2025, to consider approving the Cedar Cross Road Urban Revitalization Plan. The plan recommends a ten-year period of 100% abatement on the increased property value due to a shortage of housing inventory and significant development costs.

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units. This slate of incentives included the creation of Urban Revitalization Areas in order to facilitate the development of multifamily housing.

Previously, Urban Revitalization Areas had been used in Dubuque for low-income housing tax credit projects; however, the Council approved the use of Urban Revitalization Areas for market-rate and workforce housing per Iowa Code Chapter 404.

At that time, the recommended abatement schedule for market-rate units was a declining scale over a ten-year period. However, due to the ongoing dearth of housing inventory, the decreased value of abatement under Chapter 404 due to the school district levy being excluded from the allowed abatement, and significant development costs for a proposed project along Cedar Cross Road, including off-site public improvements on the street and for sanitary sewer extensions – staff is recommending the creation of an Urban Revitalization Area that provides ten years of 100% abatement on the increased value of the property.

From 2010 to 2020, according to the US Census Bureau, of the 99 counties in the State of Iowa only 30 grew in population, and only 8 of those grew by more than 5,000 people. Of those 8 counties that grew by more than 5,000 people only Dubuque County (City of Dubuque) and Scott County (City of Davenport) were outside the Polk County (City of Des Moines)/Story County (City of Ames) and Johnson County (City of Iowa City)/Linn County (City of Cedar Rapids) corridors.

From 2020 to 2024, according to the US Census Bureau's Vintage 2024 population estimates, only 7 counties in the State of Iowa showed a population increase of more than 900 people, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors.

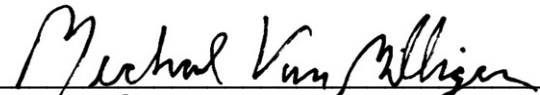
This means that according to the US Census Bureau Dubuque County population grew by almost 6,000 people from 2010 to 2024, approaching 100,000 population.

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over \$805 million in new construction in Dubuque County creating over 1,000 jobs.

The Long-Range Planning Advisory Commission, finding consistency with the 2017 Imagine Dubuque Comprehensive Plan, voted 4-0-2 to recommend approval.

A development agreement with CCI5, LLC, will be presented to the City Council separately.

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



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting Public Hearing to Adopt a Cedar Cross Road Urban Revitalization Plan

DATE: May 14, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for June 2, 2025 to consider approval of the proposed Cedar Cross Road Urban Revitalization Plan.

BACKGROUND

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units. This slate of incentives included the creation of Urban Revitalization Areas in order to facilitate the development of multifamily housing.

Previously, Urban Revitalization Areas had been used in Dubuque for low-income housing tax credit projects; however, the Council approved the use of Urban Revitalization Areas for market-rate and workforce housing per Iowa Code Chapter 404.

DISCUSSION

At that time, the recommended abatement schedule for market-rate units was a declining scale over a ten-year period. However, due to the ongoing dearth of housing inventory, the decreased value of abatement under Chapter 404 due to the school district levy being excluded from the allowed abatement, and significant development costs for a proposed project along Cedar Cross Road, including off-site public improvements on the street and for sanitary sewer extensions – staff is recommending the creation of an Urban

Revitalization Area that provides ten years of 100% abatement on the increased value of the property.

The Long Range Planning Advisory Commission has reviewed the proposed plan for the Cedar Cross Road Urban Revitalization Area for consistency with the 2017 Imagine Dubuque Comprehensive Plan in accordance with Section 15-2-13G of the City Code. By a vote of 4-0-2, the Commission recommends approval of the Urban Revitalization Plan for the creation of the Cedar Cross Road Urban Revitalization District.

A development agreement with the developer, CCI5, LLC, has been negotiated and will be brought to City Council separately for approval.

RECOMMENDATION

I recommend the City Council adopt the attached resolution setting a June 2, 2025 public hearing to consider approval of the proposed Cedar Cross Road Urban Revitalization Plan.

Cedar Cross Road Urban Revitalization Plan

1.0 Introduction

The following plan describes certain provisions of the Iowa Urban Revitalization Act for the Cedar Cross Road Urban Revitalization Area.

The State of Iowa, under Iowa Code Chapter 404, allows cities to designate areas as urban revitalization districts. Under this Act, improvements to qualified areas may receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by the reduction of tax increases related to property improvements.

Once an area is deemed to meet the requirements established in Chapter 404, a plan must be established which identifies the district boundaries, property owners, existing conditions, proposed plans, and the basic abatement provisions for the revitalization area.

Iowa Code Chapter 404.1 lists five reasons for which a city or county may establish urban revitalization plans. These include:

1. The existence of numerous buildings that are dilapidated or deteriorated, detrimental to the public health, safety or welfare of the area
2. An area challenged by the presence of a substantial number of deteriorated or deteriorating structures along with additional other defective or unsafe conditions impairing the provision of housing
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in section 403.17.
5. An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

The Cedar Cross Road Urban Revitalization Plan will be based upon the need for construction of housing and residential development.

2.0 The Area

2.1 Location

Exhibit A identifies the location of the Revitalization District in the City of Dubuque. The area encompasses three undeveloped parcels situated on Cedar Cross Road.

2.2 Zoning

Lot 1, Lot 2 and Lot 3 of Cedar Ridge Commercial Park in the City of Dubuque, Iowa, are zoned PR Planned Residential PUD and allows for multi-family structures.

2.3 Existing and Proposed Land Use

The existing land use of the property is vacant and consists of grassland.

The proposed land use is multi-residential for multi-family structures.

2.4 Assessed Valuation and Owners of Records

Legal Description	Owner of Record	Land Value	Building Value	Dwelling Value	Total Value
Lot 1, Lot 2 and Lot 3 Cedar Ridge Commercial Park	CC15, LLC	\$309,700	\$0	\$0	\$309,700

2.5 City Services

This area is served by city services.

3.0 Relocation

No relocation should occur due to the rehabilitation of the parcels identified for expansion of this district. Should relocation occur because of rehabilitation in the proposed district, the person(s) causing a qualified tenant to be displaced shall pay all the relocation costs of the tenant as a condition for receiving a tax-exemption under Iowa Code Section 404.3. "Qualified tenant" shall mean the legal occupant of a residential dwelling unit which is located within this designated revitalization area and who has occupied the same dwelling unit continuously for one year prior to the city's adoption of this plan pursuant to Iowa Code Section 404.2.

4.0 Qualification of Areas

This revitalization area is for new construction on undeveloped or underdeveloped parcels, of multi-family housing units. Only parcels properly zoned and provide new housing units are eligible.

Parcels in the Cedar Cross Road Urban Revitalization Area that are not in need of economic development for the purposes of new construction multi-family housing as provided for in this plan are excluded from eligibility for tax incentives provided for in this plan.

There are housing, retail and commercial properties in the immediate surrounding areas.

The Revitalization Area is adjacent to several retail establishments. Within one mile of the Revitalization Area there is a grocery store, pharmacy, local transit, and restaurants.

Additionally, there are several employment opportunities within one mile of the Revitalization Area, which include the establishments listed above as well as several commercial employers within four miles.

4.1 Historic Significance

The Cedar Cross Road Urban Revitalization Area has historically been used as farmland. A farmhouse on the site was demolished May 14, 2013. There have been no buildings constructed on the qualifying parcels to date.

5.0 Revitalization Program

5.1 Tax Exemption

- a) New construction multi-family residential property assessed as residential will be eligible for property tax exemption. The property tax exemption will be in accordance with the Code of Iowa, Chapter 404.3(4), providing for a ten-year, 100% exemption of the actual value added by the improvements.
- b) "Qualified real estate" means real property, other than land, which is located in a designated revitalization area and to which improvements have been added, during the time the area was so designated, which have increased the actual value by at least ten percent in the case of real property assessed as residential.
- c) Property tax exemption shall be available only for 'new construction'. "Actual value added" means the actual value added as of the first year for which the exemption was received as certified by the City Assessor.
- d) Any construction or improvements that were assessed before the area was officially designated will not be eligible for exemption. Construction beginning greater than one year prior to the area becoming designated will not be eligible for exemption. All exemptions existing at the time of the repeal of the Cedar Cross Road Urban Revitalization District shall continue until their expiration.
- e) New Construction must result in a structure meeting applicable building, plumbing, mechanical, electrical, and other code requirements of the City of Dubuque.
- f) The actual value of the improvements must result in an increase in assessed value as stated above in (b). Each year that an application is made for tax exemption, the assessed value must have increased in that year by the required percentage.
- g) The area will become a Revitalization Area commencing upon the adoption of the ordinance approving this Revitalization Area by the City Council. The

designation of the Cedar Cross Road Urban Revitalization Area will remain in effect until the desired level of revitalization has been attained. Upon repeal of the ordinance establishing this revitalization area, all existing exemptions would continue until their previously established expiration date.

- h) All rental units created must accept the U.S. Department of Housing and Urban Development housing assistance in the form of Housing Choice Vouchers that are administered through the City of Dubuque Public Housing Authority to be eligible for the tax abatement, for all ten years of the abatement period. Denying a prospective tenant based on their source of income will terminate eligibility for tax abatement under this plan.

5.2 Availability of funding

There are two active programs, which may provide a source of funding for residential housing units should they transition to affordable units according to the U.S. Department of Housing and Urban Development Area Median Income limits for the City of Dubuque. These include Community Development Block Grant Funds (CDBG) and Housing Tax Increment Financing.

6.0 Application Procedure

This area, upon designation, will follow the procedures for application and granting property tax exemption within the City of Dubuque.

- a) The property owner must apply for an exemption by February 1st of the assessment year for which the exemption is first claimed, but not later than the year in which all the improvements included in the project are first assessed for taxation, or the following two assessment years, in which case the exemption is allowed for the total number of years in the exemption schedule. Upon the request of the owner, the governing body of the City may provide by resolution that the owner may file an application no later than February 1 of the tenth assessment year.
- b) The application must contain, at a minimum, the following (if applicable):
 - a. The nature of the improvements,
 - b. The cost of the improvements,
 - c. The actual or estimated date of completion, and
 - d. The tenants occupying the property as of the date of the City's resolution adopting this plan.
- c) The city reviews all applications to determine whether the improvement project conforms to the revitalization plan, is within a designated area, and if the improvements were made during the appropriate period. If the project meets all three criteria, the City shall forward the application to the assessor

by March 1st, with a statement as to which exemption applies. Applications for exemptions for succeeding years on approved projects are not required.

- d) The local assessor shall review each application by making a physical review of the property, to determine if the improvements made increased the actual value of the qualified real estate by at least ten percent in the case of real property assessed as residential property. If the assessor determines that the actual value of that real estate has increased by at least the requisite percent, the assessor shall certify the property valuation, determined pursuant to the tax exemption schedule, to the County Auditor at the time of transmitting the assessment rolls. The assessor shall notify the applicant of the determination, and the assessor's decision may be appealed to the local board of review at the time specified in Iowa Code. The property owner may also refile an application in a subsequent year after additional improvements have been made.
- e) After the tax exemption is granted, the assessor shall continue to grant the tax exemption, with periodic physical review by the assessor, for the ten-year time specified in the tax exemption schedule.
- f) An application for exemption received by February 1 in any year after the year in which the improvement was completed and first assessed for taxation, is a late application. Late application may be made in any year up to the tenth year following completion of the improvement. The exemption period will be the remainder of the ten-year period, which began upon completion of the improvement, except the total number of years in the exemption schedule will be allowed if a claim for exemption is filed within two years of the February 1 filing deadline.

7.0 Conclusion

The proposed urban revitalization district will encourage new construction to provide needed housing units. After the ten-year abatement period lapses, the full assessed value of the property will go on the tax rolls to the benefit of the entire community.

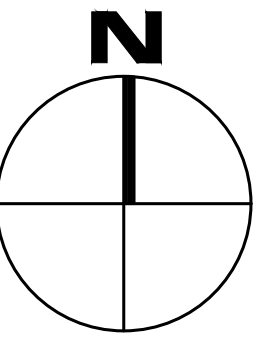
EXHIBIT A (Map) on following page.

CEDAR CROSS ROAD URBAN REVITALIZATION AREA

Exhibit A



 Cedar Cross Road Urban Revitalization Area



HORIZONTAL SCALE IN FEET
0 50 100
DRAWING MAY HAVE BEEN REDUCED

Client Name
CALLAHAN
CONSTRUCTION,
INC.

Project Name
CEDAR CROSS RD
DEVELOPMENT

Location / Description
380 CEDAR
CROSS RD,
DUBUQUE, IA

Revisions	Rev	Description	Project Number	Issued For Bidding:	Date
			23173	Issued For Construction:	
				Project Manager	
				1/27/2025 1:59 PM ANGE MAREK	

Sheet Title

CONCEPTUAL PUD
SITE PLAN

PUD





Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

March 20, 2025

The Honorable Mayor and City Council
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

SUBJECT: Creation of the Cedar Cross Road Urban Revitalization Area

Dear Mayor and City Council Members:

Introduction

The Long Range Planning Advisory Commission has reviewed the proposed plan for the Cedar Cross Road Urban Revitalization Area for consistency with the 2017 Imagine Dubuque Comprehensive Plan in accordance with Section 15-2-13G of the City Code.

Discussion

Alexis Steger, Housing & Community Development Director, provided an information packet on the proposed plan for the Cedar Cross Road Urban Revitalization District, noting that it will add to the City's tax base in the future. The property situated on Cedar Cross Road is zoned to accommodate multi-family structures. The area encompasses an undeveloped former farm area with no structures on site. The housing in the surrounding area is single-family and multiple-family housing.

The Revitalization Area is in a mixed use area with residential, commercial, and light industrial uses. Within one mile of the Revitalization Area there is a grocery store, pharmacy, retail establishments, local transit, and restaurants. Additionally, there are numerous employment opportunities within one mile of the Revitalization Area, which include the establishments listed above as well as several commercial employers.

The Commission discussed the project and found the proposal consistent with the 2017 Imagine Dubuque Comprehensive Plan.

Recommendations

By a vote of 4-0-2, the Commission recommends approval of the Urban Revitalization Plan for the creation of the Cedar Cross Road Urban Revitalization District, as it is consistent with the 2017 Imagine Dubuque Comprehensive Plan.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'MRB', is written over a horizontal line.

Michael Rabagia, Chairperson
Long Range Planning Advisory Commission

cc: Jill Connors, Economic Development Director

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of June, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action on the adoption of an urban revitalization plan designated as the Cedar Cross Road Urban Revitalization Plan (the Plan) under the authority of Chapter 404, Code of Iowa, as amended, for the property to be known as the Cedar Cross Road Revitalization Area, legally described as Lot 1, Lot 2 and Lot 3 of Cedar Ridge Commercial Park in the City of Dubuque, Iowa, according to the recorded plat thereof..

Chapter 404, Code of Iowa, as amended, and the Plan authorize the City to provide property tax exemptions for property on which improvements have been made.

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 agenda will be posted the Friday before the meeting and will contain public input options. The City Council 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 regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings 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 with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (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 19th day of May 2025.

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, FINDING AN AREA REFERRED TO AS THE CEDAR CROSS ROAD URBAN REVITALIZATION AREA HEREINAFTER DESCRIBED, APPROPRIATE FOR PUBLIC IMPROVEMENTS RELATED TO HOUSING AND RESIDENTIAL DEVELOPMENT AND CONSTRUCTION OF RESIDENTIAL DEVELOPMENT, INCLUDING SINGLE OR MULTIFAMILY HOUSING NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, OR WELFARE OF THE RESIDENTS OF THE CITY AND SETTING A PUBLIC HEARING ON CREATION OF THE CEDAR CROSS ROAD URBAN REVITALIZATION AREA

WHEREAS, as a preliminary step to exercising the authority to approve an area for “urban revitalization” conferred upon Iowa municipalities by Chapter 404 of the Code of Iowa, the City Council of the City of Dubuque has heretofore approved the preparation of a Cedar Cross Road Urban Revitalization Plan finding that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the area described therein to be known as the Cedar Cross Road Urban Revitalization Area is necessary in the interest of public health, safety, or welfare of the residents of the city; and

WHEREAS, Lot 1, Lot 2 and Lot 3 of Cedar Ridge Commercial Park in the City of Dubuque, Iowa, according to the recorded plat thereof is the location of a proposed 180-unit apartment development by CCI5, LLC (the Property) in the Cedar Cross Road Urban Revitalization Area; and

WHEREAS, the City Council finds that development of housing and residential development, including single or multifamily housing in this location is appropriate and necessary in the interest of the welfare of the residents of the City, and the Property substantially meets the criteria for Urban Revitalization according to Section 404.1 of the Code of Iowa; and

WHEREAS, the Iowa Code requires a public hearing on creation of the Urban Revitalization Area.

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

Section 1. The City Clerk is directed to publish notice of a public hearing on the adoption of an Urban Revitalization Plan for the Cedar Cross Road Urban Revitalization Area to be held on June 2, 2025, at 6:30 p.m. in the Historic Federal Building in Dubuque, Iowa, 350 W. 6th Street, Dubuque, Iowa and that said notice shall generally identify the area covered by the Plan and the general scope of the Urban Revitalization Plan activities planned for such area.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Development Agreement with 1301 Central, LLC
SUMMARY:	City Manager recommending City Council set a public hearing for June 2, 2025, on the proposed Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC for the redevelopment of 1301 Central Avenue which includes the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF). RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And 1301 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 2, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with 1301 Central, LLC

DATE: May 13, 2025

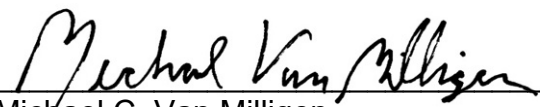
Economic Development Director Jill Connors is recommending City Council set a public hearing for June 2, 2025, on the proposed Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC for the redevelopment of 1301 Central Avenue which includes the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$8 million dollars to create thirty new residential rental units and seven commercial storefronts.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$300,000 (\$10,000 per unit up to 30 units).
4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$1,000,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with 1301 Central, LLC

DATE: May 12, 2025

INTRODUCTION

This memorandum presents for your review and approval a resolution setting a public hearing for a proposed Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC for the redevelopment of 1301 Central Avenue.

BACKGROUND

1301 Central, LLC, as Developer, intends to transform the property into market rate residential rental units. The project, utilizing historic tax credits, will also restore the façade of the building. The property, formerly owned by Heartland Financial, has remained largely vacant since the company moved into the Roshek Building on Locust Street.

DISCUSSION

Developer is proposing to create thirty new residential rental units in the upper stories as well as seven commercial storefronts on the first floor. The project will cost approximately \$8 million dollars and represents a major investment in the downtown area.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$8 million dollars to create thirty new residential rental units and seven commercial storefronts.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed \$35,000, for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed \$300,000 (\$10,000 per unit up to 30 units).

4. City to award a 15-year of tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed \$1,000,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION

I recommend City Council adopt the attached resolution setting a public hearing for June 2, 2025 on the proposed Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
1301 CENTRAL, LLC**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2025 is made and entered into by and between the City of Dubuque, Iowa (City), and 1301 Central, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1301 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

TRACT I.

Lot 1, Lot 2, and Lot 2 of Lot 3 all of the subdivision of the south half of Out Lot 456, in the City of Dubuque, Iowa according to the recorded Plats of said respective Subdivision.

TRACT II.

The Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The South ½ of the North Middle 1/5 of Out Lot 449, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The North 1/5 and the North ½ of the North Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Lot 4 of the South ½ of Out Lot 456, and

Lot 1 of Lot 3 of the South ½ of Out Lot 456, in the City of Dubuque, Iowa, according to the recorded Plats thereof.

The Southerly 2/5ths of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of Said Town of Dubuque, Iowa.

TRACT III.

The North ½ of the Middle 1/5 of Out Lot 456 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Tract IV.

City Lot 449A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #16133-02, records of Dubuque County, Iowa.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

- (1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.
- (2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.
- (3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.
- (5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.
- (6) Developer will use its best efforts to obtain, or cause to be obtained, in a

timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 5th day of August, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 28th day of August, 2025. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

(6) Developer shall deliver a signed acknowledgement committing to provide and maintain the insurance requirements as indicated in Section 5.6 of this Agreement in the form attached hereto as Exhibit H.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Eight Million Dollars (\$8,000,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating thirty (30) new residential units and rehabilitating the Building façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by September 1, 2025, and shall be substantially completed by December 31, 2026. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or

local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a

portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2025 of One Million Thirty-Seven Thousand One Hundred Dollars (\$1,037,100) (the Baseline Valuation). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2025 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2043, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2026, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2028, and May 1, 2029.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the 1301 Central, LLC TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the 1301 Central, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the 1301 Central, LLC TIF Account (regardless of

the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) (the Housing Incentive Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of thirty apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant (the Downtown Rehabilitation Grant) not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documented costs related to the following eligible activities: for each parcel as follows:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

3.8 Payment of the Grants. The Grants shall be payable as follows:

- (1) Any and all portions of the Grants shall be funded solely and only from available Program funds;
- (2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity;
- (3) City shall have issued a Certificate of Completion; and
- (4) The Grant funds shall be disbursed directly to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-term rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.5), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

- (1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of

Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;
- (4) City may withhold the Certificate of Completion; or
- (5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be,

or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Chris Miller
1301 Central, LLC
790 Main Street
Dubuque, Iowa 52001

With copy to: Drake Law Firm, P.C.
Flint Drake
300 Main Street, STE 323
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2043 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

1301 CENTRAL, LLC

By _____
Brad M. Cavanagh, Mayor

By  _____
Chris Miller, Organizer

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Insurance Acknowledgment
EXHIBIT I	Certificate of Completion

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between 1301 Central, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for 1301 Central, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or

proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

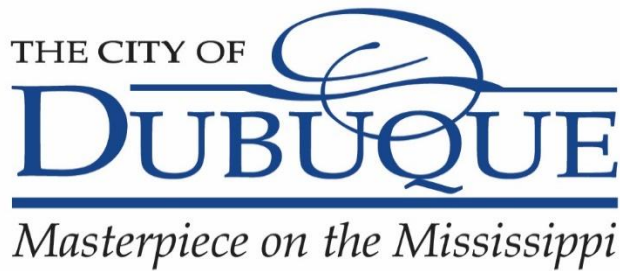
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between 1301 Central, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and 1301 Central, LLC was made regarding the following described premises:

TRACT I.

Lot 1, Lot 2, and Lot 2 of Lot 3 all of the subdivision of the south half of Out Lot 456, in the City of Dubuque, Iowa according to the recorded Plats of said respective Subdivision.

TRACT II.

The Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The South ½ of the North Middle 1/5 of Out Lot 449, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The North 1/5 and the North ½ of the North Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.
Lot 4 of the South ½ of Out Lot 456, and

Lot 1 of Lot 3 of the South ½ of Out Lot 456, in the City of Dubuque, Iowa, according to the recorded Plats thereof.

The Southerly 2/5ths of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of Said Town of Dubuque, Iowa.

TRACT III.

The North ½ of the Middle 1/5 of Out Lot 456 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Tract IV.

City Lot 449A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #16133-02, records of Dubuque County, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this day of , 20 .

CITY OF DUBUQUE, IOWA

By Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide 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 – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance. of insurance in the form of a certificate of insurance.

Developer specifically acknowledges that replacement value means one hundred percent of the replacement value when construction is completed, that the City must be named as lender loss payable, and that evidence of builders risk must be provided prior to closing.

By: Chris Miller, Organizer

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to 1301 Central, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), by and among the Grantor, and the Grantee (collectively, the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

TRACT I.

Lot 1, Lot 2, and Lot 2 of Lot 3 all of the subdivision of the south half of Out Lot 456, in the City of Dubuque, Iowa according to the recorded Plats of said respective Subdivision.

TRACT II.

The Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The South ½ of the North Middle 1/5 of Out Lot 449, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The North 1/5 and the North ½ of the North Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Lot 4 of the South ½ of Out Lot 456, and

Lot 1 of Lot 3 of the South ½ of Out Lot 456, in the City of Dubuque, Iowa, according to the recorded Plats thereof.

The Southerly 2/5ths of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of Said Town of Dubuque, Iowa.

TRACT III.

The North ½ of the Middle 1/5 of Out Lot 456 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Tract IV.

City Lot 449A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #16133-02, records of Dubuque County, Iowa.

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of June, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and 1301 Central, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for 1301 Central, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$1,000,000.

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 19th day of May, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1301 CENTRAL, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, the City of Dubuque and 1301 Central, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 1301 Central Avenue; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with 1301 Central, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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 a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement and authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 2nd day of June, 2025 at 6:30 p.m. The official agenda will be posted on Friday, May 30, 2025 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with 1301 Central, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to 1301 Central, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$1,000,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	2025 Pavement Marking Project - Initiate Public Bidding Process and Setting Date for a Public Hearing
SUMMARY:	City Manager recommending City Council preliminary approval of the proposed plans, specifications, form of contract and construction estimate \$245,000.00 for the 2025 Pavement Marking Project and establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project. RESOLUTION 2025 Pavement Marking 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 June 2, 2025

ATTACHMENTS:

1. MVM Memo
2. 2025 Pavement Marking Project - Initiate Set PH Staff MEMO
3. 2025 Pavement Marking Project - Council Initiate Set PH RESOLUTION
4. 2025 Pavement Marking Project - NOTICE OF PUBLIC HEARING

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2025 Pavement Marking Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
(Project Code 5521000013)

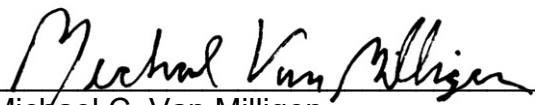
DATE: May 14, 2025

Assistant City Engineer Robert Schiesl is recommending City Council preliminary approval of the proposed plans, specifications, form of contract and construction estimate \$245,000.00 for the 2025 Pavement Marking Project and establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

The Pavement Marking Project is completed annually due to a more rapid deterioration on higher volume, high vehicular movement roadways. Pavement markings are applied using waterborne paint with a service life of approximately two (2) years.

As part of a cooperative Maintenance Agreement with the Iowa Department of Transportation (Iowa DOT), the City will include portions of Iowa DOT jurisdictional pavement markings with the City's annual pavement marking program. The Maintenance Agreement includes all Symbols and Legends and a portion of center Lines on Iowa DOT routes within the City. The Iowa DOT will reimburse the City for their share of project costs after the project is completed and accepted.

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
(list continues on next page)

Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Troy Kress, Engineering Tech.
Ryan Knuckey, Director of Transportation Services
Russ Stecklein, Transportation Services Operations Supervisor

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
DATE: May 14, 2025
RE: 2025 Pavement Marking Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
(Project Code 5521000013)

INTRODUCTION

This memorandum requests the City Council authorize initiating the public bidding process and set a public hearing on June 2, 2025, for the 2025 Pavement Marking Project.

BACKGROUND

The pavement marking program is vital to our transportation system as it provides safety to drivers and pedestrians on the public road system. Well-defined crosswalk stripping for example provides areas where pedestrians can traverse a roadway safely.

The City contracts for a city-wide pavement marking project to furnish, install, maintain, and remove permanent pavement markings to include Lines and Symbols and Legends on City streets as directed by the Engineering Department.

DISCUSSION

The Pavement Marking Project is completed annually due to a more rapid deterioration on higher volume, high vehicular movement roadways. Pavement markings are applied using waterborne paint with a service life of approximately two (2) years.

As part of a cooperative Maintenance Agreement with the Iowa Department of Transportation (Iowa DOT), the City will include portions of Iowa DOT jurisdictional pavement markings with the City's annual pavement marking program. The Maintenance Agreement includes all Symbols and Legends and a portion of center Lines on Iowa DOT routes within the City. The Iowa DOT will reimburse the City for their share of project costs after the project is completed and accepted.

PROJECT SCHEDULE

The schedule for the project will be as follows:

Initiate Bidding	May 19, 2025
Publish Notice to Bidders, Advertisement for Bids	May 23, 2025
Publish Notice of Hearing on Plans & Specifications	May 23, 2025
Public Hearing	June 2, 2025
Receipt of Bids	June 5, 2025
Award of Contract	June 16, 2025
Completion Date	November 14, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the 2025 Pavement Marking Project. I further recommend establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the 2025 Pavement Marking Project is summarized in the following table:

Description	Cost Estimate
Construction - City Pavement Markings	\$ 190,000.00
Construction - Iowa DOT Pavement Markings	24,000.00
Construction - City Surface Lots (Parking)	26,000.00
Engineering Design and Administration	5,000.00
Total Construction Cost Estimate	\$ 245,000.00

The proposed project funding is summarized as follows:

Project Code	Fund Description	Fund Amount
5521000013	Pavement Markings (FY26)	\$ 195,000.00
	Iowa DOT Funding	24,000.00
4683000001	Transit - Parking Maintenance	26,000.00
Total Project Funding		\$ 245,000.00

REQUESTED ACTION

I respectfully request the City Council authorize the public bidding process and set a public hearing for June 2, 2025, and approve the preliminary plans, specifications, form of contract and estimated cost for the 2025 Pavement Marking Project through the adoption of the attached resolution.

Attach.

Prepared by: Justine Hull, Traffic Engineer

cc: Gus Psihoyos, City Engineer

Jenny Larson, Chief Financial Officer

Troy Kress, Engineering Tech.

Ryan Knuckey, Russ Stecklien, Transportation Services

RESOLUTION NO. -25

2025 PAVEMENT MARKING 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 2025 Pavement Marking Project in the estimated amount \$245,000.00, 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 2nd day of June, 2025, at 6:30 p.m. in the Historic Federal Building 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 2025 Pavement Marking Project is hereby ordered to be advertised for bids for construction.

The amount of 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 5th day of June 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 16th day of June 2025, in the Historic Federal Building 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 19th day of May 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE Is hereby given that the Dubuque City Council will conduct a public hearing on the proposed plans, specifications, form of contract and estimated cost for the 2025 Pavement Marking Project on the 2nd day of June 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: Furnish, install, maintain, and remove permanent pavement markings to include Lines and Symbols and Legends on City of Dubuque streets as directed by the City Engineer. Also, include portions of Iowa DOT pavement markings as directed by the City Engineer.

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 19th day of May 2025.

Adrienne N. Breittfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE: Fire Headquarters HVAC Project

SUMMARY: City Manager recommending City Council preliminary approval of the proposed plans, specifications, form of contract and construction estimate of \$650,000.00 for the Fire Headquarters HVAC Replacement Project and establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

RESOLUTION Fire Headquarters HVAC Replacement 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 June 2, 2025

ATTACHMENTS:

1. MVM Memo
2. Fire Headquarters HVAC Replacement Project - Initiate Bid Set Public Hearing - Staff MEMO
3. Fire Headquarters HVAC Replacement Project - Initiate Bid Set PH RESOLUTION
4. Fire Headquarters HVAC Replacement Project - Notice of Public Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

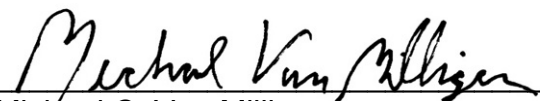
SUBJECT: Fire Headquarters HVAC Replacement Project
Project No. 1315000008

DATE: May 14, 2025

Fire Chief Amy Scheller and Project Manager Jim Bousley are recommending City Council preliminary approval of the proposed plans, specifications, form of contract and construction estimate of \$650,000.00 for the Fire Headquarters HVAC Replacement Project. I further recommend establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

Fire Headquarters HVAC Replacement Project will provide for the replacement of the existing boiler system that is original to the building when it was constructed in 1970. The project will remove the existing boiler and replace it with eight commercial, forced air units that will supply heating and cooling to the different zones within the building. Using the forced air units will provide consistent temperature control within each zone. The system will be less expensive to install and operate more efficiently than a new boiler. In the garage area where the fire and rescue vehicles are parked, two smaller boilers will provide the necessary heat for that area. There will also be upgrades to the duct system within the building and new controls that will operate the system.

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
Amy Scheller, Fire Chief
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager



TO: Michael C. Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief
Jim Bousley, Project Manager

DATE: May 14, 2025

SUBJECT: Fire Headquarters HVAC Replacement Project
Project No. 1315000008

INTRODUCTION

This memorandum requests the City Council authorize initiating the public bidding process and setting a date for a public hearing on June 2, 2025, for the Fire Headquarters HVAC Replacement Project

BACKGROUND

In 2023, the City entered into a professional services agreement with Shive Hattery to provide engineering services for the mechanical systems serving Fire Headquarters. Shive Hattery was tasked with a pre-design phase for a station renovation study and well as design and documentation phase for mechanical system upgrades. This two-phase approach defined the scope for the station renovation and project budget and defined the sizing requirements and scope of the mechanical systems.

DISCUSSION

Fire Headquarters HVAC Replacement Project will provide for the replacement of the existing boiler system that is original to the building when it was constructed in 1970. The project will remove the existing boiler and replace it with eight commercial, forced air units that will supply heating and cooling to the different zones within the building. Using the forced air units will provide consistent temperature control within each zone. The system will be less expensive to install and operate more efficiently than a new boiler. In the garage area where the fire and rescue vehicles are parked, two smaller boilers will provide the necessary heat for that area. There will also be upgrades to the duct system within the building and new controls that will operate the system.

PROJECT SCHEDULE

The project development schedule is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	May 19, 2025
Publish Notice to Bidders, Advertise for Bids	May 23,2025
Publish Notice of Public Hearing on Plans and Specs	May 23,2025
Prebid Meeting	May 28, 2025
Public Hearing on Plans and Specifications	June 2, 2025
Receipt of Bid Proposals (Bid Letting)	June 5, 2025
Award Construction Contract	June16, 2025
Project Completion Date	December 30, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Fire Headquarters HVAC Replacement Project. I further recommend establishing the date of June 2, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Fire Headquarters HVAC Replacement Project is summarized as follows:

PROJECT COSTS	ESTIMATE
Construction Contract	\$ 650,000.00
Contingency	65,000.00
Consultant Services Design, Construction Administration	228,850.00
Total Project Cost	\$ 943,850.00

The proposed funding for the project is summarized in the following table:

Project No.	Fund Description	Fund Amount
1315000008	HVAC Replacement Fire HQ	\$943,850.00
Total Project Funding		\$ 943,850.00

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for June 2, 2025, and approve the preliminary plans, specifications, form of contract and estimated cost for the Fire Headquarters HVAC Replacement Project through the adoption of the attached resolution.

JDB/kb

RESOLUTION NO. _____ -25

FIRE HEADQUARTERS HVAC REPLACEMENT 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 Fire Headquarters HVAC Replacement Project in the estimated base bid amount of \$650,000.00, 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 2nd day of June, 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 Fire Headquarters HVAC Replacement 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 5th day of June 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 16th day of June 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 19th day of May 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Fire Headquarters HVAC Replacement Project, in accordance with the provisions of Chapter 26, Code of Iowa, on the 2nd day of June, 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: Fire Headquarters HVAC Replacement Project will provide for the replacement of the existing boiler system and replace it with eight commercial, forced air units that will supply heating and cooling to the different zones within the building.

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 19th day of May 2025.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE:	Proceedings to Set Public Hearing on June 2, 2025 for the Issuance of Not to Exceed \$2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I
SUMMARY:	City Manager recommending that a public hearing be set for June 2, 2025, on the issuance of a not to exceed \$2,000,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Private Lead Service Line Replacement Pilot Program – Phase I. RESOLUTION To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$2,000,000
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 2, 2025
ATTACHMENTS:	1. MVM Memo Private Lead Lines SRF Set Public Hearing_MVM memo_2025_05_14 2. Private Lead Lines SRF Set Public Hearing_Staff memo_2025_05_14 3. 1st Half Set Hrg Water Rev LDA (Lead Service Line) (Dubuque #20 2025)-v1

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Set Public Hearing on June 2, 2025 for the Issuance of Not to Exceed \$2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I

DATE: May 14, 2025

Chief Financial Officer Jennifer Larson recommends that a public hearing be set for June 2, 2025, on the issuance of a not to exceed \$2,000,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Private Lead Service Line Replacement Pilot Program – Phase I.

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
Chris Lester, Water Department Director
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Set Public Hearing on June 2, 2025 for the Issuance of Not to Exceed \$2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I

DATE: May 14, 2025

INTRODUCTION

The purpose of this memorandum is to provide suggested proceedings to set a public hearing on the issuance of not to exceed \$2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I.

BACKGROUND

On November 15, 2021, the Bipartisan Infrastructure Law (BIL) was signed by President Biden, which includes \$50 billion to the Environmental Protection Agency (EPA) to strengthen the nation's drinking water and wastewater systems—the single largest investment in clean water that the federal government has ever made.

The City of Dubuque is taking part in a unique opportunity to assist approximately 585 homes in three phases (owner occupied or rented) within the city with the functional replacement of private lead-water service lines by trenching or pull-through methods to prevent the potential for drinking water contamination at a house-by-house level. This phase of the pilot program is 100% voluntary and is open to those residents with a verified drinking water lead service line meeting the socioeconomic guidelines established by the Bipartisan Infrastructure Law.

The city is moving forward with this unique opportunity and has secured a level of BIL funding to conduct the first of its kind in the community, Lead Service Line Replacement Pilot Program. The BIL funds are being administered locally through the Iowa Department of Natural Resources' State Revolving Fund (Iowa SRF) program, with 49% of construction costs being forgivable.

DISCUSSION

The scope of work in the first phase includes the replacement of approximately 200 lead service lines identified throughout the City's water distribution service area. The nature of the replacements will vary by site, ranging from full replacements (public water main to interior plumbing) to partial replacements (a portion of the service line between the public water main and the interior plumbing). Work will be conducted within the City's right-of-way and on private properties with authorization from property owners.

Water Department staff visited property owners and verified the service line material was lead piping, and to reduce lead exposure to both the homeowner/tenant and the contractors during construction, the preferred methods of replacement by the Iowa DNR are the "pull-through" and directional-drill techniques for service line replacements. These methods also minimize property and soil disturbance beyond the original service trench.

As the project is being funded using BIL funds, there are specific requirements that must be adhered to in determining project costs that are eligible for loan forgiveness and overall SRF Funding. Due to the nature of the project, such that the project extends to the interior of a private home, premise plumbing is considered not an eligible expense for either traditional SRF or BIL SRF funds. Some interior or premise plumbing will be required as part of the service line replacement, which will be funded by water funds to cover premise plumbing.

The State Revolving Fund loan will have an interest rate of 2.61%, a maturity date of June 1, 2045, and will be abated from the sanitary sewer fund.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolution fixing the date of June 2, 2025, for a public hearing on the proposed issuance not to exceed \$2 million in Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) for the Private Lead Service Line Replacement Pilot Program – Phase I.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

May 14, 2025

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: \$2,000,000 SRF Water Revenue Loan and Disbursement Agreement
File No. 430411-20

Dear Jenny:

We have prepared and attach proceedings for use at the May 19, 2025, City Council meeting to set June 2, 2025, as the date for a hearing on the proposal to enter into the SRF Water Revenue Loan and Disbursement Agreement (the “Agreement”) in connection with the Lead Service Line Replacement - Phase 1 Project.

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Water Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher’s affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Dubuque. The last date on which this notice can be effectively published is May 29, 2025.

As soon as the notice appears in the newspaper, please have a copy scanned and emailed to me.

Please return one fully executed copy of these proceedings to us as soon as they are available.

Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Christopher Lester
Tionna Pooler
Tracy Scebold
Tony Toigo
Lee Wagner

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

430411-20 (N/I)

Dubuque, Iowa

May 19, 2025

The City Council of the City of Dubuque, Iowa, met on May 19, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business • •

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Resolution to fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$2,000,000

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the “Utility”) in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Water Revenue debt remains outstanding (the “Outstanding Indebtedness”); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the “Outstanding Bond Resolutions”) the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. This City Council shall meet on June 2, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000

(WATER REVENUE)

The City Council of the City of Dubuque, Iowa, will meet on June 2, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,000,000 for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Waterworks Utility System (the “Utility”) of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City’s outstanding Water Revenue Indebtedness and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dubuque, Iowa.

Adrienne Breitfelder
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$2,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions 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 May 19, 2025.

Mayor

Attest:

City Clerk

• • Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Water Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Council-manager-ward form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Manager
_____, Chief Financial Officer
_____, City Clerk
_____, City Treasurer
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

And I do further certify that the City has provided for the office of Treasurer, and the Council has selected the Treasurer.

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the “Utility”), except as follows:

<u>Date</u>	<u>Type</u>	<u>Principal Amount Outstanding</u>	<u>Maturity</u>
-------------	-------------	---	-----------------

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility, excluding the proposed issue.)

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE:	Request to Rezone 101 Airborne Road
SUMMARY:	Proof of publication on notice of public hearing to consider a request from Dubuque Metropolitan Area Solid Waste Agency – Kenneth Miller to rezone property located at 101 Airborne Road from AG Agriculture to HI Heavy Industrial zoning district, and Zoning Advisory Commission recommending approval with conditions. ORDINANCE [Option 1] An Ordinance Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 101 Airborne Road From AG Agriculture District To HIC Heavy Industrial With Conditions District OR ORDINANCE [Option 2 - Reduced Zoning Area] An Ordinance Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 101 Airborne Road From AG Agriculture District To HIC Heavy Industrial With Conditions District
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A - for Option 1 or Option 2

ATTACHMENTS:

1. ZAC Ltr to CC DMASWA Rez
2. Application DMASWA REZ
3. Vicinity Map - DMASWA
4. City Zoning Figure
5. 2026-2030 DMASWA Strategic Plan Summary
6. DMASWA Cell 10 Alternatives Technical Evaluation
7. Zoning_Cell Overlay Exhibit
8. Notification Map - DMASWA
9. Staff Report - DMASWA
10. AG Zoning Regulations
11. HI Zoning Regulations
12. Ordinance No. 61-10 DMSWA
13. Public Input Submitted to City Clerk

14. Opposition - Kari Voss - 11140 Cottingham Rd
15. Opposition - Lance Hummel - Petition No. 1
16. Opposition - Lance Hummel - Petition No. 2
17. Opposition - Ken Kress -11416 Cottingham Road
18. Ordinance 1
19. Ordinance 2 - Reduced Zoning Area
20. Staff Presentation to City Council

May 12, 2025

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Dubuque Metropolitan Area Solid Waste Agency – Kenneth Miller
Location: 101 Airborne Road (PIN 1401400003 and portions of PINs 1401251002 and 1401400002)
Description: To rezone property from AG Agriculture to HI Heavy Industrial zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report, and related materials are attached for your review.

Discussion

Ken Miller, DMASWA administrator, spoke on behalf of the application. He explained that the landfill's long-range plan includes rezoning these parcels to facilitate landfill expansion to provide capacity for over 190 years. He explained the process of creating the long-range plan, which included public meetings. He displayed a map of the planned landfill expansion cells and the projected timeline of how long the cells would take to reach their capacity. Mr. Miller acknowledged that one of the parcels has a restrictive covenant and stated that it is not planned for a landfill cell. He said that property may have other uses, such as vehicle storage. Mr. Miller noted that the eventual goal for landfill property is to cap it as a nature preserve. He said this project will go through several regulatory reviews and that rezoning was the first step in that process. He said they will work with the Army Corps of Engineers to relocate the creek, though it would not be impacted for 70 years, though the timing is subject to study.

Commissioners asked Mr. Miller for clarification about the location and timeline of future landfill cells. They asked about projected disposal rates and efforts to reduce waste. They also questioned whether there is a concerted effort to reduce waste as it relates to the city's sustainability goals.

Steve Ingalsbe, 15680 Estate Lane, noted his property is part of the former Jennings Farm, which was laid out 20 years ago with the agreement that it wouldn't be used for landfill purposes. They are on private wells, and he is concerned about the landfill expanding toward them and that this rezoning would open the door for landfill activities.

Glen Beck, 15591 Estate Lane, stated that he bought the property knowing that a landfill could not expand there. He said that if it's zoned HI, it's more likely the landfill will expand, which will lower their property value in this beautiful area.

Lance Hummel, 15633 Estate Lane, stated that he's in close proximity to the land to be rezoned. He submitted a petition of opposition with 39 signatories. He said he felt the process did not have adequate notification or transparency. He said that land was sold with the understanding that it would not be used as a landfill.

Steve Olson, 11046 Cottingham Road, questioned by the rezoning is occurring now if the property to be rezoned won't be used for at least 70 years. He said his kids use the creek. He said he is averse to noise and heavy machinery, and the land should stay zoned as AG.

Kari Voss, 11140 Cottingham Road, said there is a covenant, and why rezone it if it doesn't need to be used now.

The Commission sought clarification regarding the parcel that is under a covenant. Staff explained that this is a private agreement between DMASWA and the previous owner, and a change in zoning would not affect the agreement, which will remain in place.

Mr. Miller provided feedback to the public input and explained that the Iowa DNR needs this property rezoned in order to permit landfill activities. He said they are planning for 208 years, and this design takes into account the 1500' buffer from the nearest residential property. He said rezoning it would give potential future development in the area knowledge of the future use. He said they are not planning to use the property with the covenant as landfill. He said it is owned by DMASWA and leased to the Jennings family. He said that work at DMASWA does not occur at night.

The Commission asked how the concept map aligns with the homeowners' properties and the property containing the covenant. Staff shared an image of the rezoning map with the cell map overlayed. Mr. Miller stated they are staying outside of the land with the covenant and maintaining the 500' required setback, and 1500' setback from wells. The Commission sought clarification regarding whether the rezoning would affect the covenant and how many parcels are included in the rezoning area. Staff clarified that the rezoning request includes one full parcel and a portion of two other parcels. Staff stated the covenant would remain and Mr. Miller stated that the intent would be not to use the property affected by the covenant as a landfill cell.

Staff detailed the staff report and described the characteristics of the subject property and surrounding area. Staff noted the history of the parcels in question, which were annexed into the City in 2011. Staff explained the work that goes into preparing land for landfill use to reduce environmental effects. Staff listed the conditions on the HI zoning applied to the rest of the landfill, which the Commission could consider. Staff explained the public input map, public notification requirements, and 200' notification boundary and that 11.7% of the land area in notification boundary was in opposition, which is below the 20% needed

to require a City Council supermajority for approval. Staff clarified that additional opposition could change that requirement.

The Commission discussed the request, and one Commissioner stated they understood the long-term plan, however, they could not support the request as submitted as Heavy Industrial zoning posted a potential problem adjacent to residential.

Recommendation

By a vote of 3 to 1, the Zoning Advisory Commission recommends that the City Council approve the request with the following conditions:

1. The permitted uses for this Heavy Industrial District shall be limited to the following:
 - a. Automated gas station
 - b. Freight transfer facility
 - c. Resource recovery/recycling center (indoor only)
 - d. Railroad or public or quasi-public utility, including substation
 - e. Sanitary landfill
2. The conditional uses for this Heavy Industrial District shall be limited to the following:
 - a. Wind energy conversion system

Since the Commission meeting, additional public opposition has been submitted and signed by the owners of twenty percent (20%) or more of the property which is located within two hundred feet (200') of the exterior boundaries of the property being considered for rezoning. Therefore, a supermajority vote is needed for the City Council to approve the request.

Respectfully submitted,



Matthew Mulligan
Zoning Advisory Commission

Attachments

CC: Kenneth Miller, Administrator of the Dubuque Metropolitan Area Solid Waste Agency

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☒ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition Review
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 101 Airborne Road IA 52003

Legal Description/Parcel ID#/Subdivision: PIN 1401400003, portion of 1401400002, and portion of PIN 1401251002

Existing Zoning: AG Proposed Zoning: HI Site Area (square feet/acres): 74.3 ac / 40.9 ac

Historic District: _____ andmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

To rezone property from AG Agriculture to HI Heavy Industrial zoning district.

C. Applicant/Agent Information

Name: Dubuque Metropolitan Area Solid Waste Agency – Kenneth Miller Phone: _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

D. Property Owner(s) Information

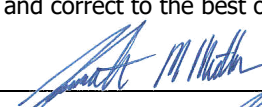
Name(s): Dubuque Metropolitan Area Solid Waste Agency Phone: _____

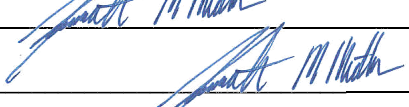
Address: _____ City: _____

State: _____ Zip: _____ Email: _____

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

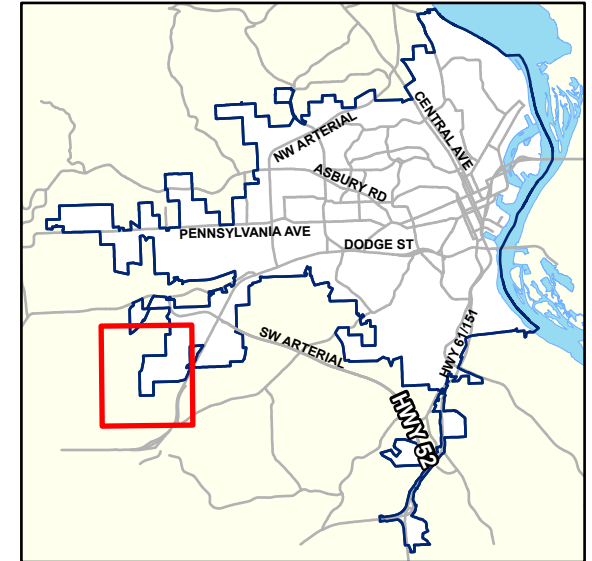
Applicant/Agent: Kenneth Miller  Date: 4/15/2025

Property Owner(s): Kenneth Miller  Date: 4/15/2025

FOR OFFICE USE ONLY

Fee \$ 662 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

Vicinity Map

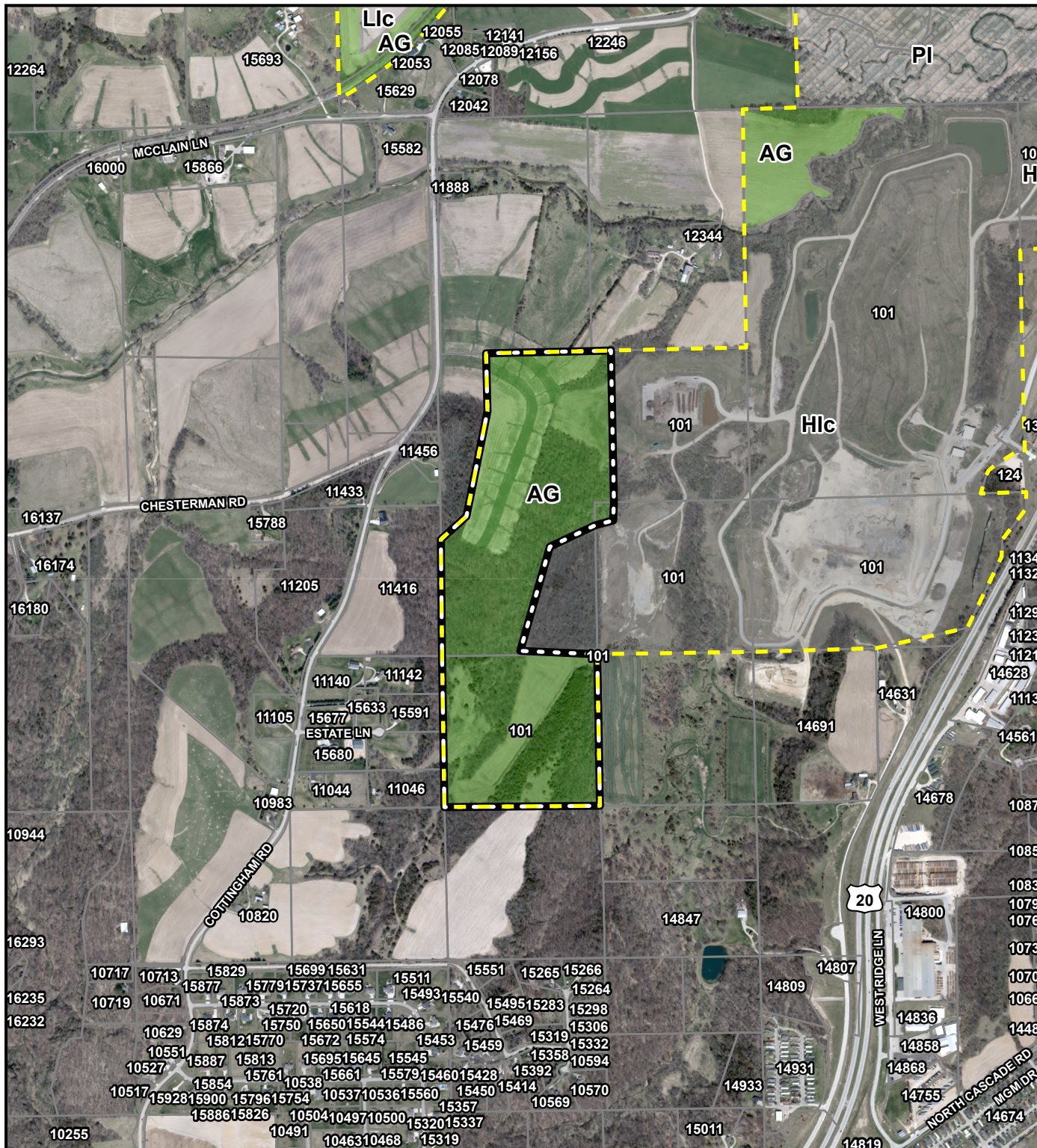
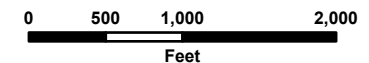
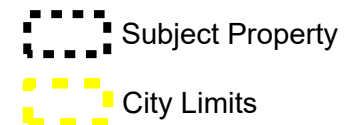


Applicant: Dubuque Metropolitan Area Solid Waste Agency – Kenneth Miller

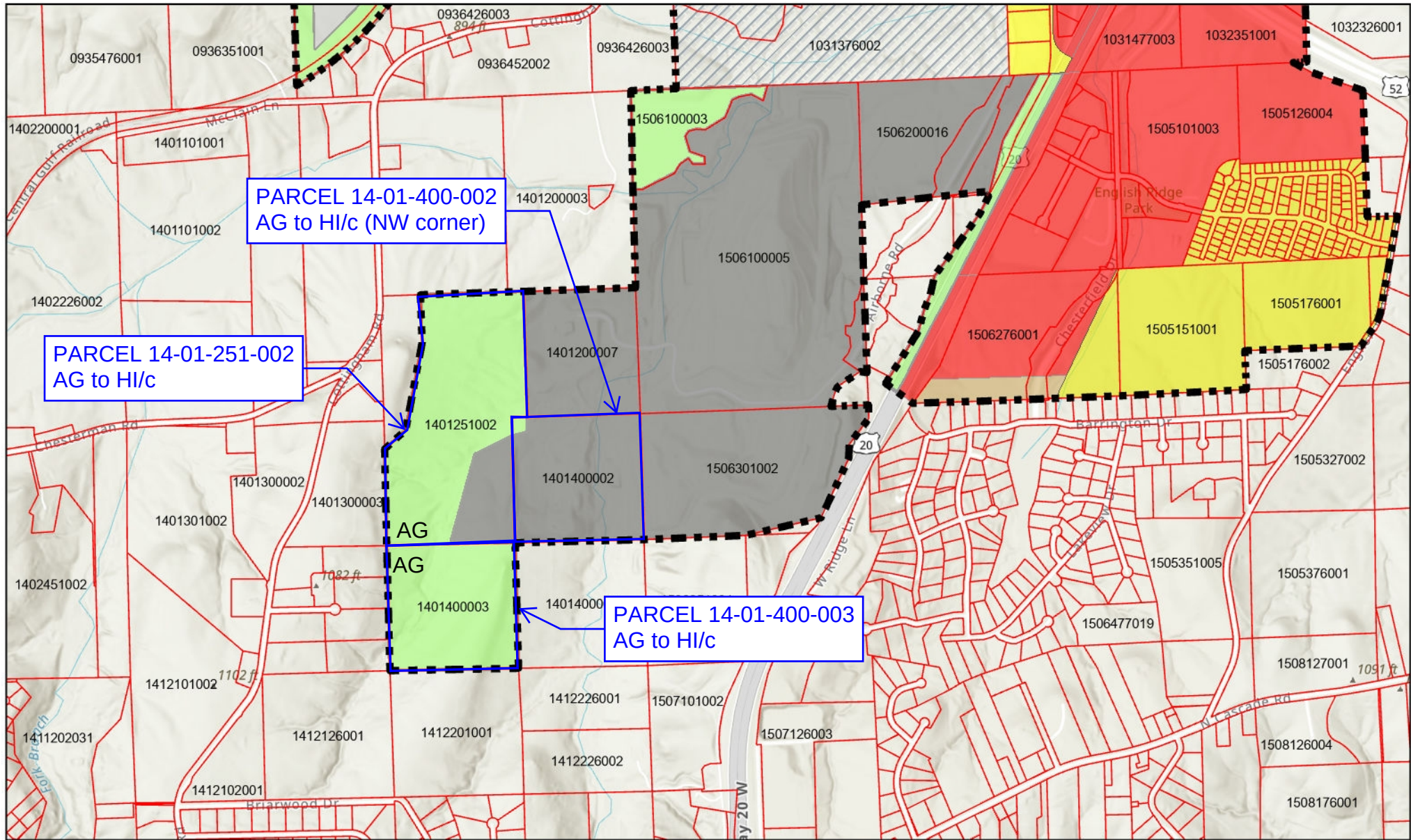
Location: 101 Airborne Road (PIN 1401400003 and portions of PINs 1401251002 and 1401400002)

Type: Rezoning

Description: To rezone property from AG Agriculture to HI Heavy Industrial zoning district.



City of Dubuque Zoning Map



Legend

Dubuque_City_Limits

Parcels

Zoning

Agricultural (AG)
 General Commercial (C-3)
 General Commercial w/conditions (C-3c)

Heavy Industrial (HI)
 Heavy Industrial w/conditions (HIc)
 Light Industrial w/conditions (LIc)
 Mod Density Multi-Family Residential w/conditions (R-3c)
 Planned Industrial (PI)
 Single-Family Residential (R-1)
 Single-Family Residential District with conditions

1:16,890

0 0.1 0.2 0.4 Miles

2026-2030

DUBUQUE METROPOLITAN AREA **SW AGENCY** **STRATEGIC PLAN SUMMARY**



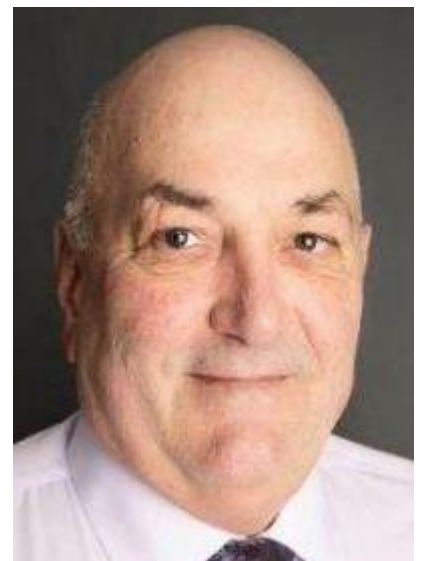
DMASWA BOARD OF DIRECTORS



DAVID RESNICK
Chairperson



RIC JONES
Vice
Chairperson



HARLEY POTHOFF
Board Member

DMASWA MISSION STATEMENT

In order to control current and future economic and environmental liability, the mission of the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) is to provide environmentally sound, financially stable, fiscally responsible, community recognized, solid waste management services that include appropriate waste reduction, resource conservation, education, customer service, and disposal activities.

GUIDING PRINCIPALS

- Continue to own and operate a good, environmentally sound landfill.
- Provide a stable funding system based on user fees (i.e., tipping fees and various direct charges) and minimizing tax subsidies.
- Maintain reserve funds to cover appropriate items such as closure/post-closure and care, facility development, contingency actions, and land acquisition.
- Employ well-qualified staff and/or contractors.
- Foster a customer service-based orientation toward waste haulers and other facility users.
- Facilitate well-planned, community-driven, sustainable waste reduction through meaningful education and resource conservation programs, which would help prolong the Agency's landfill life.
- Study and identify alternative solid waste management methods, customer needs, and funding approaches, and provide for the implementation of services to fill identified voids.

STRATEGIC PLANNING

Every 5 years the Agency reviews its current strategic planning goals and begins to plan for the next fiscal year. This review typically occurs around year 3 of the current plan to provide an assessment of the current goals progress and to plan for upcoming goals.

The Agency is currently mid-way through the 2022-2026 fiscal year plan.



CURRENT STRATEGIC PLAN GOALS - FY 2022-2026

1. Improve current entrance area – Scheduled for Spring 2024
2. Construct a Customer Convenience Center for small loads and diversion programs – In design phase.
3. Maintenance Shop Remodel – Roof Replaced in 2022
4. Plan for future Landfill Cell Expansion – Permitting activities in progress.
5. Reestablish compost distribution program – Finished Screened compost available since July 2022.

STRATEGIC PLAN – FY 2026-2030

OVERVIEW

In preparation for the 2026-2030 Strategic Planning sessions, the DMASWA team met with the consultant to identify their focus areas for this session. The team identified the following operations as priorities to review and get feedback on programs related to these operations.

- Landfill
- Organics Management
- Education & Communication
- RNG Operations
- Comingled Recycling Drop-Off
- Electronics Recycling
- Household Hazardous Materials
- Tire Recycling
- Glass Recycling
- Appliance Recycling

The stakeholder engagement sessions sought feedback from the general public, haulers, businesses, and board members. Stakeholders were given opportunities to provide feedback in both listening sessions and online.

STAKEHOLDER ENGAGEMENT PROCESS

The goal of the stakeholder engagement was to present stakeholders with the focus topics determined by DMASWA (Agency) and Foth Infrastructure & Environment (Foth) and allow them to provide feedback and insight on focused objectives for the next five years. The feedback will be used to guide upcoming Strategic Planning sessions. The engagement will focus primarily on the Agency's Operations.

Stakeholders were grouped by the following:

- Group A
 - Members of the General Public who are residents within the DMASWA service area
 - Business generators within the DMASWA service area
- Group B
 - Haulers
 - DMASWA Board Members





STAKEHOLDER ENGAGEMENT TIMELINE

The Group A Stakeholders session was held on January 11, 2024, from 6:00 – 8:00 p.m. at the Jule Operations and Training Center (JOTC) located at 949 Kerper Blvd in Dubuque. Stakeholders were presented with the current 2022-2026 fiscal year goals and an overview of current operations. After each section was presented, stakeholders were given the opportunity to provide feedback on those operations.

Following the session, the presentation slides were shared online for members of the general public to provide additional feedback via email. This feedback time was open until January 19, 2024.

During the latter half of January and early February, Group B Stakeholders were contacted via email and phone. A survey was developed to allow stakeholders to provide feedback through the survey, or if they desired via email or a phone call.

After both Stakeholder groups were provided opportunities for feedback a final session for the board of directors was held on February 27, 2024, from 6:00-8:00 p.m. at the JOTC. This public meeting serves to present the feedback results and recommendations of priorities to the board.

FY 2026-2030 PRIORITIES

- 1. Update Organics Study**
- 2. Staffing Study to evaluate current FTE for all activities**
- 3. Expand Outreach on Diversion Programs to Increase Participation**
- 4. Professional Development**

The above priorities are taken from the list of recommendations under each operation shown on the following pages.

Operations Recommendations for FY 2026-2030

ORGANICS MANAGEMENT

RECOMMENDATIONS FOR 2026-2030 PLAN

- Update the 2019 Organics Management Study
- Include market feasibility (rates, participation, best management practices)
- Include feedstock availability on both carbon and nitrogen sources
- Include other local and regional facilities in operation

PRIORITIES

- Identify reliable and cost-effective carbon sources
 - Identify commitment to participation throughout agency and region
 - Identify end-product use
-

LANDFILL OPERATIONS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Conduct a staffing study to identify needs for planned and potential expanded services
- Review hours of operation at facility to best serve industrial/commercial haulers, and the addition of the customer convenience center (3C)
- Make continuous improvements to compaction rates including investment in additional operator training
- Utilize technology to achieve diversion goals

PRIORITIES

- Evaluate operation changes to enhance waste compaction rates
 - Expanded Training Opportunities
 - Education/Marketing of diversion efforts and disposal options
-

APPLIANCES

RECOMMENDATIONS FOR 2026-2030 PLAN

- Regular reviews of pricing and costs for the program
 - Provide mobile events to outlying service area to increase access
 - Purchase/lease of a branded box truck for collections
 - Identify needs of program, including hours of operation, with new 3C
 - Contracted disposal options for out of state residents
 - Educate/Market programs
-

ELECTRONICS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Regular reviews of pricing and costs for the program
 - Provide mobile events to outlying service area to increase access
 - Purchase/lease of a branded box truck for collections
 - Identify needs of program, including hours of operation, with new 3C
 - Contracted disposal options for out of state residents
 - Educate/Market programs
-

HAZARDOUS HOUSEHOLD MATERIALS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Regular reviews of pricing and costs for the program
- Provide mobile events to outlying service area to increase access
- Purchase/lease of a branded box truck for collections
- Identify needs of program, including hours of operation, with new 3C
- Contracted disposal options for out of state residents
- Educate/Market programs

TIRES

RECOMMENDATIONS FOR 2026-2030 PLAN

- Continue program as is
 - Identify opportunities to reduce costs
 - Increase education
 - Market the program to increase participation/proper disposal
-

COMINGLED RECYCLING DROP-OFF

RECOMMENDATIONS FOR 2026-2030 PLAN

- Consider a cost share of collection and recycling costs for containers in urban areas to reduce costs to Agency
- Work with businesses to establish alternatives to utilizing public recycling drop off containers
- Increase education to market the program effectively
- Increase boxes in rural areas to increase recycling

PRIORITIES

- Increase education to the general public about proper recycling and options for recycling
 - Business recycling options
-

GLASS RECYCLING

RECOMMENDATIONS FOR 2026-2030 PLAN

- Consider bin placement in more high-traffic locations to increase participation
- Increase marketing of program

PRIORITIES

- Promote hub location for more efficient use
 - Focused outreach and education for program success
-

RNG OPERATIONS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Include impacts to RNG production in cost/benefit analysis for material diversion
 - Integrate waste fill plans for enhanced gas recovery and production
 - Include/consider RNG in organics study
-

EDUCATION & COMMUNICATION

RECOMMENDATIONS FOR 2026-2030 PLAN

- Review the capacity of current FTE position
- Examine goals and needs of program
- Expand Education requirements in future waste hauler agreements

PRIORITIES

- Previous study showed need for an increase of 1 FTE position for Marketing & Communication
- Determine how to establish additional FTE position

1.2.4 Alternative 4 – Additional Long-Term Option

As an additional long-term option, Alternative 4 is explored as an option that encompasses areas of the other three alternatives. However, it is important to note that this is not simply a combination of the other three – Alternative 4 would require early commitment to the design, as this report will show that stormwater and other considerations preclude DMASWA from simply choosing to construct Alternatives 1, 2 and 3 and end up at Alternative 4. Alternative 4 is shown on Sheet 00C103, and a snapshot is shown here for ease of reference:

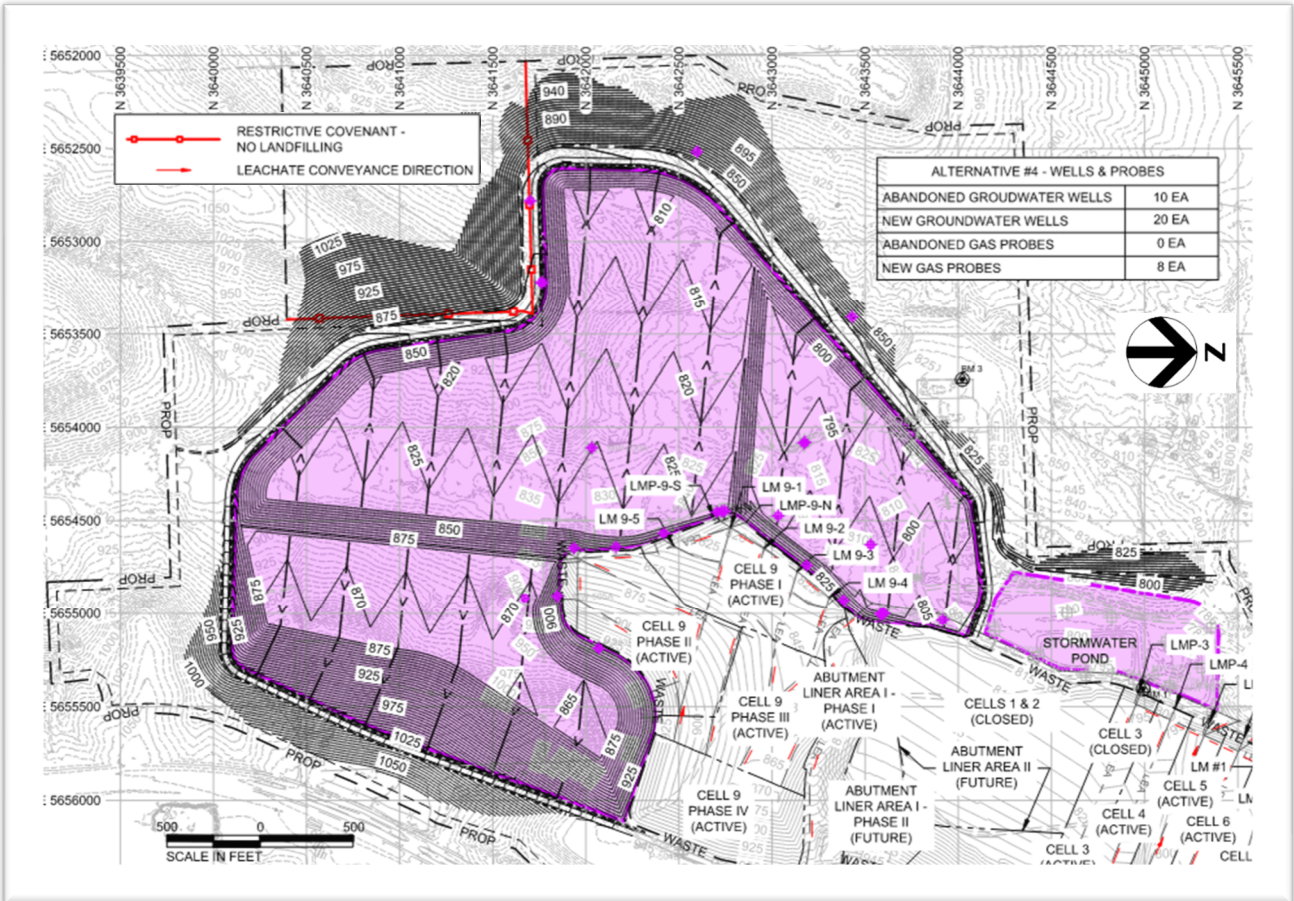
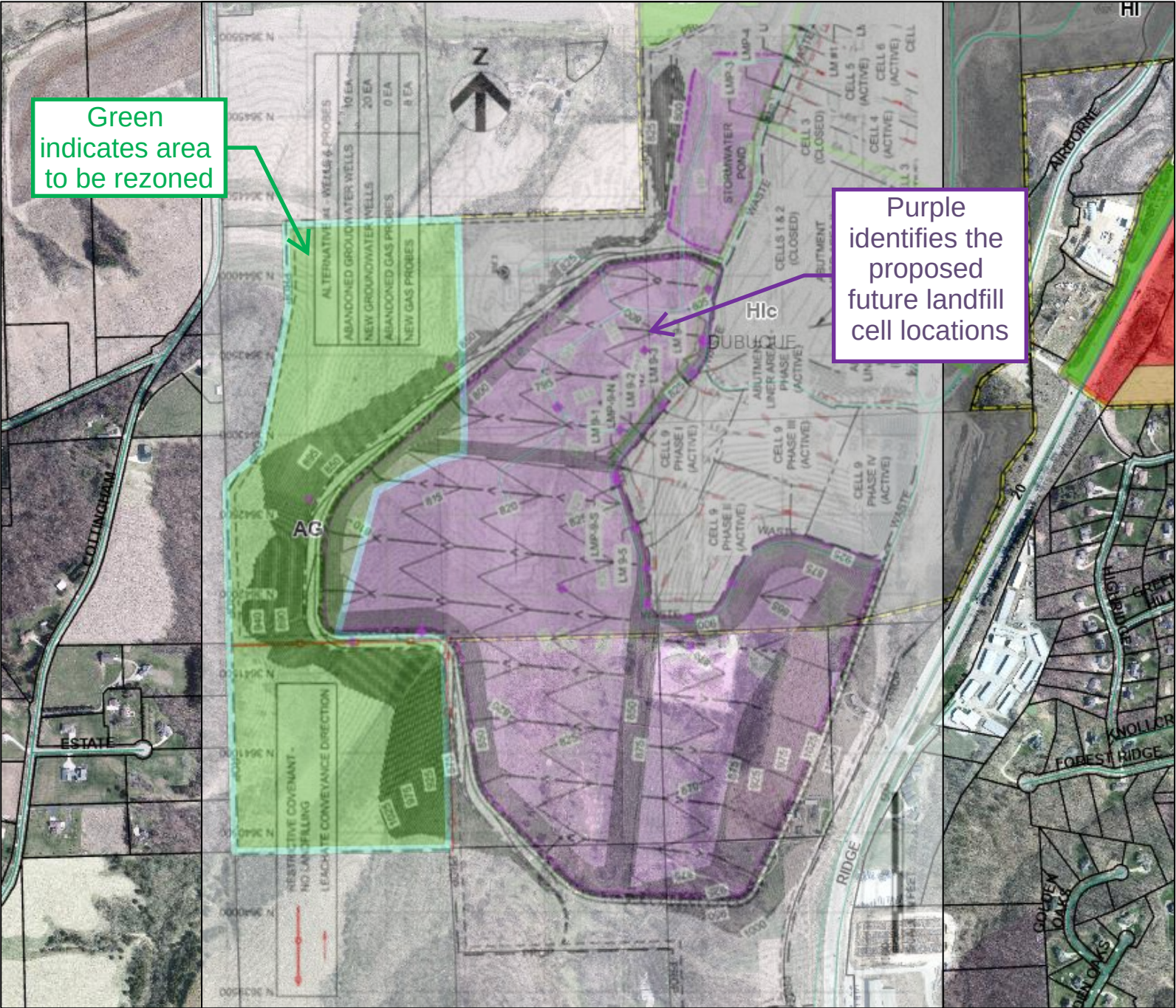


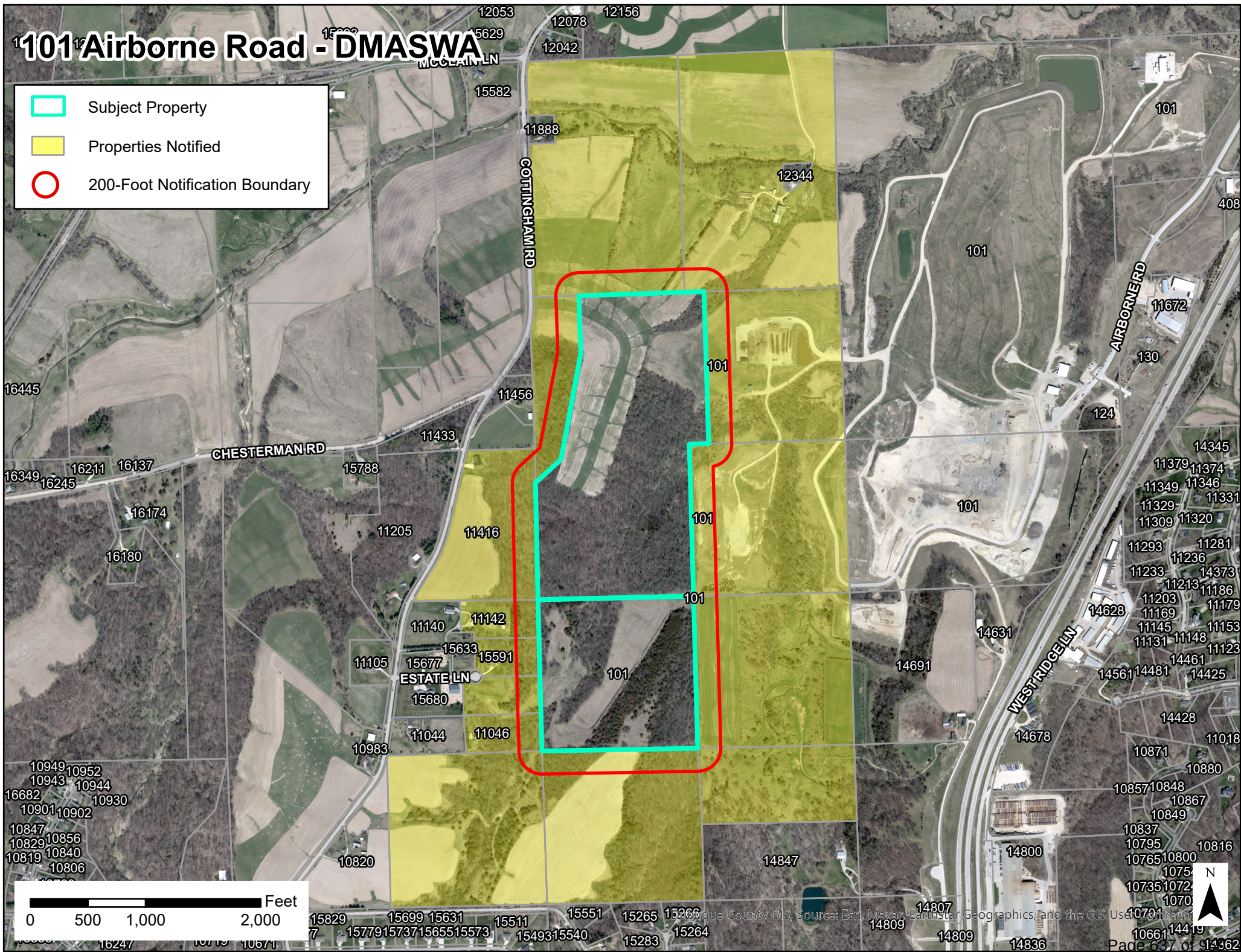
Figure 4 – Alternative 4 – Additional Long-Term Option

ZONING/LANDFILL CELL OVERLAY EXHIBIT



101 Airborne Road - DMSWA

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



Property Address: 101 Airborne Road (PIN 1401400003 and portions of PINs 1401251002 and 1401400002)

Property Owner: Dubuque Metropolitan Area Solid Waste Agency

Applicant: Dubuque Metropolitan Area Solid Waste Agency, Kenneth Miller

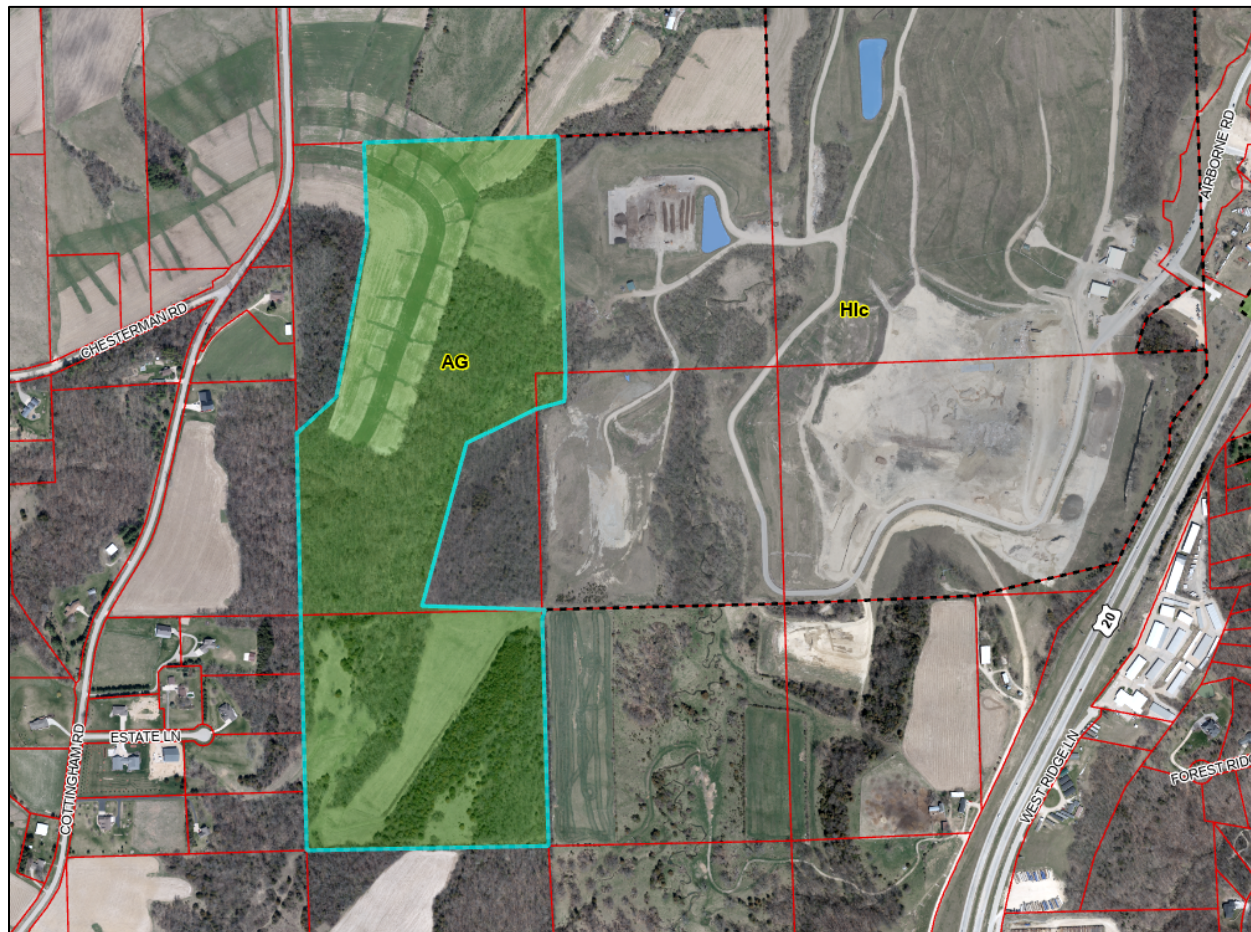
Description: To rezone property from AG Agriculture to HI Heavy Industrial zoning district.

Proposed Land Use: Sanitary landfill	Proposed Zoning: HI
Existing Land Use: Farm and forest	Existing Zoning: AG
Adjacent Land Use:	Adjacent Zoning:
North – Farm	North – County R1
East – Sanitary landfill	East – HI
South – Farm	South – County R2
West – Farm, forest, residential	West – County R1
Former Zoning:	
Pre-1975 – County	
1975 – County	
1985 – County	
2011 – Annexed as AG Agriculture	
Total Area:	103 acres / 4,515,950 square feet

Property History: The subject property was in Dubuque County until it was annexed into the City of Dubuque in 2011 and brought in with AG Agriculture zoning. It was annexed to become part of the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) landfill. The landfill is now in the process of obtaining permits for future landfill cell expansion.

Physical Characteristics: The property is comprised of one parcel and portions of two others. The area totals approximately 103 acres. DMASWA has frontage along Airborne Road. The site has slope and valley topography. The property is currently a mix of forest and farmland.

Zoning map on the following page.



Zoning of subject property and surrounding area.

Concurrence with Comprehensive Plan: The Imagine Dubuque Comprehensive Plan goals promote solid waste reduction and pollution mitigation, in part to extend the capacity life of the landfill. The City's Future Land Use Map identifies the subject site as Heavy Industrial, the same as the rest of the landfill. The proposed project would relate to the following recommendations of the Comprehensive Plan:

- Evaluate whether local solid waste can begin to incorporate a compost component, similar to Des Moines, that would provide a source of compost for local gardens & production.
- Explore incentives for backyard and curbside composting that reduce the proportion of landfilled food.
- Explore a community-wide Zero Waste Policy that creates a closed-circuit economy of low-impact or reduced consumption lifestyle and marketplace for post-consumer products.

Impact of Request on:

Utilities: The landfill is served by both city water and sanitary sewer. Utilities may be extended as necessary.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) classifies Airborne Road as a Local Road. The traffic counts here are from 2020, and they indicate an average annual daily traffic count of 101 vehicles. This rezoning is not expected to alter traffic patterns as it is an extension of the existing use and will offset the portions of the site that are no longer in use.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or developed.

Environment: The subject property is approximately 103 acres, consisting of one full parcel and two partial parcels. The area is currently unimproved, but plans call for this area to become part of the sanitary landfill in the future. DMASWA manages solid waste in an environmentally friendly manner, with an engineered base which will be combined with a collection system for the leachate (the liquid generated as waste breaks down) to protect and prevent the contamination of the soil and groundwater. To improve air quality, the DMASWA landfill also has a gas collection system to capture methane (a highly potent greenhouse gas) produced as the waste in the landfill breaks down which is converted to Renewable Natural Gas. Without access to a local solid waste disposal facility, all waste generated in the area would have to be hauled by truck to another location, increasing the waste's greenhouse gas impact.

Adjacent Properties: The subject property is on the edge of the Dubuque city limits, so the properties to the north, west, and south are in unincorporated Dubuque County. Those properties are a mix of forest land, farmland, and a few single-family residences. The property to the east is part of the DMASWA landfill and is also zoned HI.

CIP Investments: None proposed.

Staff Analysis: The applicant, Dubuque Metropolitan Area Solid Waste Agency (DMASWA), proposes to rezone the subject site to HI Heavy Industrial to allow the land to be used as part of the sanitary landfill. This is in DMASWA's plan to expand the capacity of the landfill to accommodate future demand. DMASWA's strategic plan estimates that with this added area, the landfill will have capacity for 190+ years. The landfill is now in the process of obtaining permits for future landfill cell expansion that would use this land.

The land will be converted into a sanitary landfill, which will manage solid waste in an environmentally friendly manner, with an engineered base which will be combined with a collection system for the leachate (the liquid generated as waste breaks down) to protect and prevent the contamination of the soil and groundwater. To improve air quality, the DMASWA landfill also has a gas collection system to capture methane (a highly potent

greenhouse gas) produced as the waste in the landfill breaks down which is converted to Renewable Natural Gas.

Without access to a local solid waste disposal facility, all waste generated in the area would have to be hauled by truck to another location, increasing the waste's greenhouse gas impact.

The Comprehensive Plan goals promote solid waste reduction, composting, and pollution mitigation. The City's Future Land Use Map identifies the subject site as Heavy Industrial, the same as the rest of the landfill.

The subject property was in Dubuque County until it was annexed into the City of Dubuque in 2011 and brought in with AG Agriculture zoning. It was annexed to become part of the DMASWA landfill.

The property is comprised of one parcel and portions of two others. The area totals approximately 103 acres. DMASWA has frontage along Airborne Road. The site has sloping topography. The property is currently a mix of forest and farmland.

The subject property is on the edge of the Dubuque city limits, so the properties to the north, west, and south are in unincorporated Dubuque County. Those properties are a mix of forest land, farmland, and a few single-family residences. The property to the east is part of the DMASWA landfill and is zoned HI.

The requested HI zoning district is an expansion of an existing zone and would allow for the use of sanitary landfill as well as resource recovery/recycling center (indoor only). The chart below shows the permitted uses in the AG and HI zoning districts. The highlighted items are permitted in both zoning districts. The AG and HI zoning code sections are attached.

Principal Permitted Uses	
AG Zoning District	HI Zoning District
Farming and agriculture, including the raising of field crops and livestock, horticulture, forestry, animal husbandry, and similar farming activities.	Agricultural supply sales.
Noncommercial nursery.	Animal hospital or clinic.
Railroad or public or quasi-public utility, including substation.	Auto part sales.
	Automated gas station.
	Bakery (wholesale/commercial).
	Bank, savings and loan, or credit union.
	Bar or tavern.
	Business services.
	Car wash, full service.

Car wash, self-service.
Cold storage or locker plant.
Construction supply sales and service.
Contractor shop or yard.
Convenience store.
Crematorium, reduction plant, foundry, forge or smelter.
Dental or medical lab.
Drive-up automated bank teller.
Farm implement sales, service or repair.
Freight transfer facility.
Fuel or ice dealer.
Furniture upholstery or repair.
General office.
Grain or barge terminal.
Indoor recreation facility.
Indoor restaurant.
Junkyard or salvage yard.
Kennel.
Laboratory for research or engineering.
Licensed childcare center.
Lumberyard or building material sales.
Mail order house.
Manufacturing, primary.
Manufacturing, secondary.
Miniwarehousing.
Mobile home sales.
Moving or storage facility.
Off street parking lot.
Packaging, processing, or storing meat, dairy or food products.
Parking structure.
Passenger transfer facility.
Pet daycare or grooming.
Printing or publishing.
Railroad or public or quasi-public utility, including substation.
Registered child development home.
Resource recovery/recycling center (indoor only).
Restaurant, drive-in or carryout.
Sanitary landfill.
Service station.

Sewage treatment plant.
Slaughterhouse or stockyard.
Tool, die, or pattern making.
Upholstery shop.
Vehicle body shop.
Vehicle sales or rental.
Vehicle service and repair.
Vending or game machine sales or service.
Warehousing, packaging, distribution or storage facility.
Welding services.
Wholesale sales or distributor.

The existing landfill property is currently zoned H1c Heavy Industrial with conditions. For consistency, the Commission may wish to consider adopting the same conditions for the subject property that were requested by DMASWA when it was rezoned in 2010. The conditions restricted the permitted and conditionally permitted uses allowed for the property as follows:

1. The permitted uses for this Heavy Industrial District shall be limited to the following:
 - a. Automated gas station
 - b. Freight transfer facility
 - c. Resource recovery/recycling center (indoor only)
 - d. Railroad or public or quasi-public utility, including substation
 - e. Sanitary landfill
2. The conditional uses for this Heavy Industrial District shall be limited to the following:
 - a. Wind energy conversion system

Staff recommends the Zoning Advisory Commission review the criteria established in Chapter 9 of the Unified Development Code regarding granting a rezoning and make a recommendation to City Council.

Prepared by: *Jason Duba* Reviewed by: *Jim Moore* Date: 4/30/2025

16-5-21: AG AGRICULTURE:

The AG district is intended to conserve farmland for agricultural purposes and to serve as a "holding" zone to prevent the premature development of large land acreages and of recently annexed land for which the most appropriate future use has not yet been determined. (Ord. 52-09, 10-19-2009)

16-5-21-1: PROHIBITED USES:

The following uses are prohibited in the AG district:

Feedlot.

Livestock confinement operation. (Ord. 52-09, 10-19-2009)

16-5-21-2: PRINCIPAL PERMITTED USES:

The following uses are permitted in the AG district:

Farming and agriculture, including the raising of field crops and livestock, horticulture, forestry, animal husbandry, and similar farming activities.

Noncommercial nursery.

Railroad or public or quasi-public utility, including substation. (Ord. 52-09, 10-19-2009)

16-5-21-3: CONDITIONAL USES:

The following conditional uses may be permitted in the AG district subject to the provisions of section 16-8-5 of this title:

Kennel.

Quarry.

Retail sale of agricultural products.

Wind energy conversion systems.

Winery. (Ord. 35-15, 5-18-2015)

16-5-21-4: ACCESSORY USES:

The following uses may be permitted as accessory uses as provided in section 16-3-7 of this title:

Barbed wire or electric fences when used for livestock containment.

Barn, shed or similar structure.

Seasonal sale of produce grown on site.

Single-family detached dwelling, provided it is located on a lot of ten (10) acres or more and is incidental and subordinate to an active agricultural use it serves.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-21-5: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-21-6: PARKING:

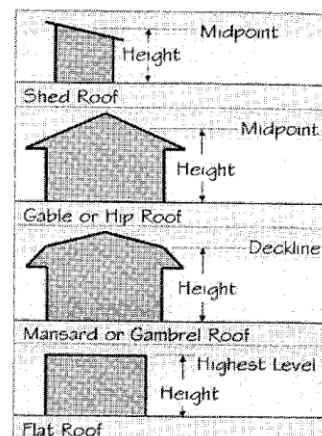
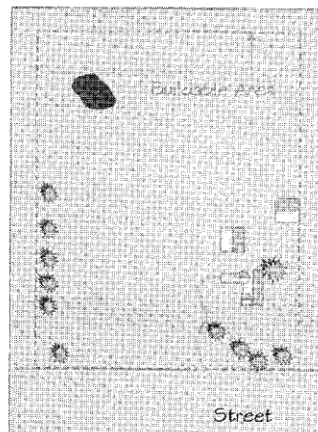
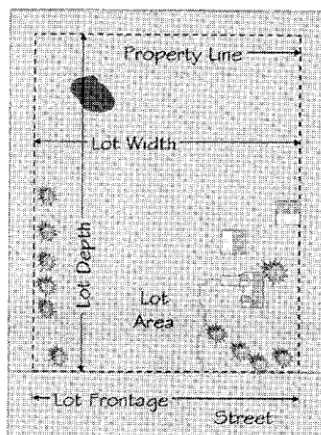
Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-21-7: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-21-8: BULK REGULATIONS:

Reserved for future use.



(Ord. 52-09, 10-19-2009)

16-5-19: HI HEAVY INDUSTRIAL:

The HI district is intended to provide locations for industrial uses which by their nature generate levels of smoke, dust, noise, odors, or other visual impacts that render them incompatible with virtually all other land uses. The district is also intended to provide locations for a limited amount of commercial development that will serve employees of surrounding industrial uses. (Ord. 52-09, 10-19-2009)

16-5-19-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the HI district:

Agricultural supply sales.

Animal hospital or clinic.

Auto part sales.

Automated gas station.

Bakery (wholesale/commercial).

Bank, savings and loan, or credit union.

Bar or tavern.

Business services.

Car wash, full service.

Car wash, self-service.

Cold storage or locker plant.

Construction supply sales and service.

Contractor shop or yard.

Convenience store.

Crematorium, reduction plant, foundry, forge or smelter.

Dental or medical lab.

Drive-up automated bank teller.

Farm implement sales, service or repair.

Freight transfer facility.

Fuel or ice dealer.

Furniture upholstery or repair.

General office.

Grain or barge terminal.

Indoor recreation facility.

Indoor restaurant.

Junkyard or salvage yard.

Kennel.

Laboratory for research or engineering.

Licensed childcare center.

Lumberyard or building material sales.

Mail order house.

Manufacturing, primary.

Manufacturing, secondary.

Miniwarehousing.

Mobile home sales.

Moving or storage facility.

Off street parking lot.

Packaging, processing, or storing meat, dairy or food products.

Parking structure.

Passenger transfer facility.

Pet daycare or grooming.

Printing or publishing.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Resource recovery/recycling center (indoor only).

Restaurant, drive-in or carryout.

Sanitary landfill.

Service station.

Sewage treatment plant.

Slaughterhouse or stockyard.

Tool, die, or pattern making.

Upholstery shop.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service and repair.

Vending or game machine sales or service.

Warehousing, packaging, distribution or storage facility.

Welding services.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 63-10, 12-20-2010; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021)

16-5-19-2: CONDITIONAL USES:

The following conditional uses may be permitted in the HI district, subject to the provisions of section 16-8-5 of this title:

Licensed adult day services.

Residential use.

Retail sales and service.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-19-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Drive-up automated bank teller.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-19-4: TEMPORARY USES:

The following uses may be permitted as temporary uses in the HI district in conformance with the provisions of section 16-3-19 of this title:

Any use listed as a permitted use within the district. (Ord. 52-09, 10-19-2009)

16-5-19-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-19-6: SIGNS:

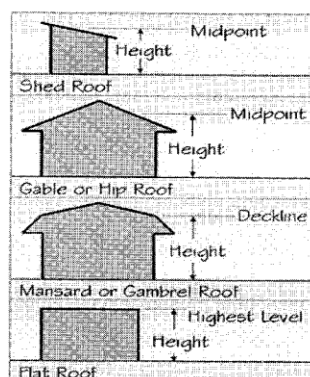
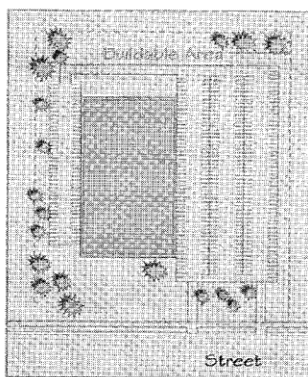
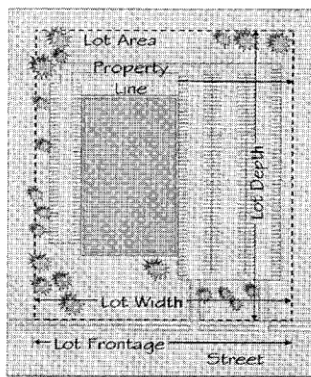
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-19-7: BULK REGULATIONS:

HI Heavy Industrial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
Vehicle sales	20,000 sq. ft.	-	-	-	-	-	-	150 ft.
All other uses	-	-	-	-	-	-	-	150 ft.

Notes:

1. When abutting a residential or office residential district, a 20 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

Prepared by: Laura Carstens, City Planner Address: City Hall, 50 W. 13th St Telephone: 589-4210
Return to: Jeanne Schneider, City Clerk Address: City Hall- 50 W. 13th St Telephone: 589-4121

ORDINANCE NO. . 61 - 10

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT U.S. HIGHWAY 20 WEST FROM COUNTY A-1 AGRICULTURAL DISTRICT, COUNTY R-1 RURAL RESIDENTIAL DISTRICT AND CITY AG AGRICULTURAL DISTRICT TO CITY HI HEAVY INDUSTRIAL DISTRICT, WITH CONDITIONS.

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

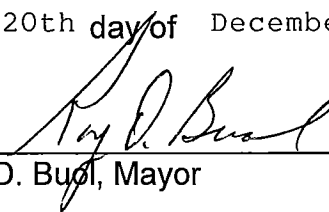
Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from County A-1 Agricultural District, County R-1 Rural Residential District, and City AG Agricultural District, with conditions, to wit:

As shown on Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

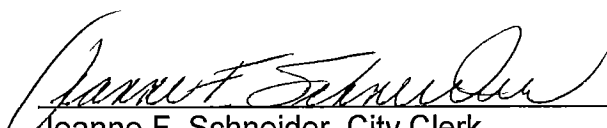
Section 3. This ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved and adopted this 20th day of December 2010.



Roy D. Buol, Mayor

Attest:

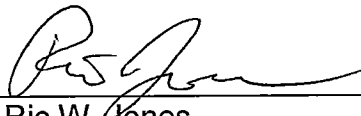


Jeanne F. Schneider, City Clerk

ACCEPTANCE OF ORDINANCE NO. 61 -10

I, Ric W. Jones, representing Dubuque Metropolitan Solid Waste Agency, having read the terms and conditions of the foregoing Ordinance No. 61 -10 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 21st day of December 2010.

By 

Ric W. Jones
Dubuque Metropolitan Solid Waste Agency

Adrienne Breitfelder

From: Kari V <kavk94me@gmail.com>
Sent: Thursday, May 15, 2025 6:21 PM
To: Adrienne Breitfelder; Brad Cavanagh; Ric W. Jones; David T. Resnick; Susan Farber; Laura Roussell; Danny Sprank; Katy Wethal
Subject: Rezoning Objection - 101 Airborne Rd, Dubuque, IA

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Dear Dubuque City Council,

As a resident living near 101 Airborne Road and the landfill, I strongly oppose the proposed rezoning of this property from Agricultural (AG) to Heavy Industrial (HI) for the following reasons:

- There is an agreement between the seller and DMASW that a parcel (around 40 acres) will NOT be used as a landfill. As this is a legal agreement, not related to zoning, allowing the change in zoning opens the door to use the land in direct conflict with the agreement and spirit of the sale.
- It is not customary to zone Heavy Industrial (HI) next to single-family residential which this request will create.
- The approval of the zoning committee was a 3 to 1 vote out of the 7 total committee members. Three of the members were absent and did not provide input or voting.
- DMASW indicated they did not have a "plan" they could provide. They also indicated plans cannot move forward without the rezoning. How do they know what zoning to request? The plan should have been disclosed for full transparency on necessary zoning needs.
- At the zoning meeting, a DMASW plan was not disclosed yet plans were provided including:
 - Notifying Army Corp of Engineers to move the creek that flows through the property.
 - Moving a radio tower.
 - Begin dirt moving to prepare the area as early as next year.
 - Build a vehicle storage building on the property.
 - "Don't worry about the landfill expanding for the next 30, 50, 100 or 197 years". A specific timeline was not provided.
- Ric Jones & David Resnick serve on the DMASW board. Does this create a conflict of interest in voting for zoning changes for the landfill?

There are options regarding the rezoning request to satisfy the neighboring properties and also help DMASW plan for the future:

1. Reject the rezoning completely.
2. Reject the rezoning and recommend revisions with options of an AG "buffer" area between the landfill area plan and the single family residential areas.
3. Reject the rezoning and have it revised with options removing the agreed parcel area (40 acres) remains an AG zoning area between the landfill area "plan" and the single family residential areas.

Per Chapter 5-Zoning Districts Section 16-5-19: HI Heavy Industrial of the City Code of Dubuque Iowa: "The HI district is intended to provide locations for industrial uses which by their nature generate levels of smoke, dust, noise, odors, or other visual impacts that render them **incompatible with virtually all other land uses**." This rezoning directly threatens the neighboring properties health, safety, property value, property uses and quality of life with this proposed change.

I urge you to reject this proposal or revise the request to preserve the integrity of neighboring properties as intended. Thank you for your consideration.

Sincerely,
Kari Voss
11140 Cottingham Rd, Peosta, IA 52068

563-556-1811

kavk94me@gmail.com

Reference used https://codelibrary.amlegal.com/codes/dubuqueia/latest/dubuqueia/0-0-0-15091#JD_16-5-19

Travis Schrobilgen

From: Kari V <kavk94me@gmail.com>
Sent: Monday, May 5, 2025 7:15 PM
To: Planning
Subject: Rezoning Objection - 101 Airborne Rd, Dubuque, IA

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Dear Zoning Advisory Commission,
As a resident living near 101 Airborne Road, I strongly oppose the proposed rezoning of this property from Agricultural to Heavy Industrial.

This land is open with fields, trees and a creek. It borders a residential area and serves as a critical green space buffer between the landfill and our homes. There is an abundance of wildlife which continues to be squeezed as Siepel Road continues to develop. From my understanding, the developer who sold this parcel to the City, had an agreement that this specific parcel (zoned AG) was to remain forever as greenspace and a buffer to the developed family properties.

Rezoning this land would introduce industrial activity—noise, pollution, traffic, smell and potential hazards—into a quiet residential and wilderness setting. Additionally, a creek runs through this area, and any industrial development poses an environmental risk to water quality and surrounding wildlife.

Was an environmental study done on the City's plans for developing this area? Was that environmental study provided to the surrounding properties?

It is also concerning that nearby properties were not notified of this proposed change due to a 200 ft notification area based upon City guidelines. This is much smaller than the County requirement in which we live. If the notification area were based upon the County regulations, which are being directly affected, there would be much more opposition. Many of the nearby communities and neighborhoods are not even aware.

This rezoning directly threatens our neighborhood's health, safety, property values and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Kari Voss

11140 Cottingham Rd, Peosta, IA 52068

563-556-1811

kavk94me@gmail.com

Travis Schrobilgen

From: hummellancer@gmail.com
Sent: Monday, May 5, 2025 8:33 PM
To: Planning
Subject: Petition and Formal Request to Oppose Landfill Rezoning
Attachments: attachment 1.pdf

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Dear City Planning,

Attached you will find a petition and several formal requests in opposition to the proposed rezoning of the property adjacent to the landfill. I am happy to provide printed copies in person if preferred.

Additional materials and information will follow tomorrow and Wednesday as we continue to gather community input. I regret not submitting this earlier; unfortunately, notice of this rezoning proposal was only sent to a limited number of residents. Given the broad impact of this decision, I believe a more inclusive notification process would have been appropriate.

Thank you for your time and consideration.

Sincerely,

Lance Hummel

Sent from my iPhone

Petition to Oppose Rezoning of 101 Airborne Road AG Property to Heavy Industrial

We, the undersigned residents of Dubuque and surrounding areas, respectfully oppose the proposed rezoning of 101 Airborne Road from AG (Agricultural) to HI (Heavy Industrial).

This property borders residential neighborhoods and was previously understood by the community to remain as agricultural green space. We are concerned about the impact of industrial zoning on our homes, the local environment, and the creek that runs through the area.

We urge the Zoning Advisory Commission and the City Council to reject this rezoning request and preserve the integrity and safety of our residential community.

Printed Name	Address	Signature
Lance Hummel	15633 estate Ln, Peosta IA	
Glenn Beck	15591 Estate Ln, Peosta, IA	
Dana Morrisette	15677 Estate Ln Peosta, IA	
Tracy Tschudi	11142 Cottingham Road Peosta, IA	
Joshua Ladon	15796 Red maple DR Peosta	
Sandra Ladon	15796 Red maple DR Peosta	
Tom Tschudi	11142 Cottingham Road Peosta IA	
Celena Ortiz	11142 Cottingham Road Peosta IA	
Lain Voss	11140 Cottingham Road Peosta IA	
Thomas Voss	11140 COTTINGHAM RD, Peosta, IA	
Ronnie Nash	11456 Cottingham Rd, Peosta	
Marilyn Nash	11456 Cottingham Rd, Peosta	
Bill Huerta	12042 Cottingham Rd Peosta	
Steve Huerta	12042 Cottingham Rd Peosta	
Kellie Schmitt	12078 Cottingham Rd Peosta	
Doug Brehm	12458 Cottinglen Rd Peosta	
Colby Bowers	11205 COTTINGHAM RD, Peosta, IA	
Barbara Jorgensen	11044 Cottingham Rd Peosta IA	
STEVE OLSON	11046 COTTINGHAM RD PEOSTA IA	

Rezoning Objection – 101 Airborne Road, Dubuque, IA

Dear Zoning Advisory Commission,

I am writing to formally oppose the proposed rezoning of the property at 101 Airborne Road from AG (Agricultural) to HI (Heavy Industrial), as outlined in the public hearing notice for May 7, 2025.

As a resident living near 101 Airborne Road, I strongly oppose the proposed rezoning of this property from Agricultural to Heavy Industrial.

This parcel borders residential homes, not commercial zones. Heavy Industrial rezoning would irreparably harm the character of this residential neighborhood and raise serious concerns, including:

- Environmental risk: A small creek runs directly through the area proposed for rezoning, which could be compromised by runoff, contaminants, and increased erosion due to industrial use. Industrial development poses an environmental risk to water quality and surrounding wildlife.
- Residential impact: Unlike other sides of the landfill that border businesses, this side is made up entirely of residential properties. Heavy Industrial activity here would introduce noise, light pollution, heavy truck traffic, and potential hazards that are not appropriate near homes.
- Property values and trust: The assurance that this land would remain green space was meaningful to both the seller and surrounding residents. Changing that now erodes trust and will reduce property values.

This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Colby C. Bowers

Date: 5 MAY 2025

Signature: Colby C. Bowers

Address: 11205 COTTINGHAM RD
PEOSHA, IA 52063

Rezoning Objection – 101 Airborne Road, Dubuque, IA

Dear Zoning Advisory Commission,

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This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Barbara Jennings

Date: 5/5/25

Signature: Barbara Jennings

Address: 11044 Cottingham Rd.

Rezoning Objection – 101 Airborne Road, Dubuque, IA

Dear Zoning Advisory Commission,

I am writing to formally oppose the proposed rezoning of the property at 101 Airborne Road from AG (Agricultural) to HI (Heavy Industrial), as outlined in the public hearing notice for May 7, 2025.

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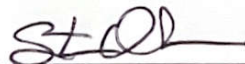
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- Property values and trust: The assurance that this land would remain green space was meaningful to both the seller and surrounding residents. Changing that now erodes trust and will reduce property values.

This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: STEVE OLSON

Date: 5-5-25

Signature: 

Address: 11046 COTTINGHAM RD
PEOSTA, IA 52068

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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- Residential impact: Unlike other sides of the landfill that border businesses, this side is made up entirely of residential properties. Heavy Industrial activity here would introduce noise, light pollution, heavy truck traffic, and potential hazards that are not appropriate near homes.
- Property values and trust: The assurance that this land would remain green space was meaningful to both the seller and surrounding residents. Changing that now erodes trust and will reduce property values.

This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Kellie Schmitt

Date: 5/5/25

Signature: Kellie Schmitt

Address: 12078 Cottingham Rd Peosta

Rezoning Objection – 101 Airborne Road, Dubuque, IA

Dear Zoning Advisory Commission,

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As a resident living near 101 Airborne Road, I strongly oppose the proposed rezoning of this property from Agricultural to Heavy Industrial.

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- Residential impact: Unlike other sides of the landfill that border businesses, this side is made up entirely of residential properties. Heavy Industrial activity here would introduce noise, light pollution, heavy truck traffic, and potential hazards that are not appropriate near homes.
- Property values and trust: The assurance that this land would remain green space was meaningful to both the seller and surrounding residents. Changing that now erodes trust and will reduce property values.

This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name:

Joe Leuter / Deel Heuer

Date:

5/5/25

Signature: _____

Address:

12042 Cornsfield Rd

Rezoning Objection – 101 Airborne Road, Dubuque, IA

Dear Zoning Advisory Commission,

I am writing to formally oppose the proposed rezoning of the property at 101 Airborne Road from AG (Agricultural) to HI (Heavy Industrial), as outlined in the public hearing notice for May 7, 2025.

As a resident living near 101 Airborne Road, I strongly oppose the proposed rezoning of this property from Agricultural to Heavy Industrial.

This parcel borders residential homes, not commercial zones. Heavy Industrial rezoning would irreparably harm the character of this residential neighborhood and raise serious concerns, including:

- Environmental risk: A small creek runs directly through the area proposed for rezoning, which could be compromised by runoff, contaminants, and increased erosion due to industrial use. Industrial development poses an environmental risk to water quality and surrounding wildlife.
- Residential impact: Unlike other sides of the landfill that border businesses, this side is made up entirely of residential properties. Heavy Industrial activity here would introduce noise, light pollution, heavy truck traffic, and potential hazards that are not appropriate near homes.
- Property values and trust: The assurance that this land would remain green space was meaningful to both the seller and surrounding residents. Changing that now erodes trust and will reduce property values.

This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Marilyn K Nash

Date: 2/5/2015

Signature: Marilyn K Nash

Address: 11456 Cottingham Rd
Geosta, IA

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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Sincerely,

Name: Ronnie J. Nash

Date: 5-5-2025

Signature: Ronnie J. Nash

Address: 11450 Cottonwood Rd,

Peosta

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Sincerely,

Name: Joshua Lader

Date: 5/5/25

Signature: 

Address: 15796 LED Maple Dr. - Pella

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Sincerely,

Name: Thomas Kschel

Date: 5/5/2025

Signature: [Handwritten Signature]

Address: 11142 Cottingham

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Sincerely,

Name: Dana Morrisette

Date: 5/5/25

Signature: Dana Morrisette

Address: 15077 Estate Ln.
Peosta, IA 52068

Travis Schrobilgen

From: hummellancer@gmail.com
Sent: Tuesday, May 6, 2025 9:17 PM
To: Planning
Subject: Formal Opposition to Proposed Rezoning
Attachments: attachment 1.pdf

Caution! This message was sent from outside your organization.
Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dear Planning Board,

Attached are a petition and several formal letters expressing strong opposition to the proposed rezoning. While my time to speak with neighbors has been limited, I've personally spoken with 40 residents—39 of whom are firmly opposed to this rezoning. Based on the overwhelming response from just this portion of the neighborhood, it is clear that the broader community does not support this change. I am confident that if I were to continue canvassing adjacent subdivisions, the response would remain the same.

This widespread opposition underscores the community's shared concerns and the potential negative impact this rezoning would have on our residential area.

Sincerely,

Lance Hummel

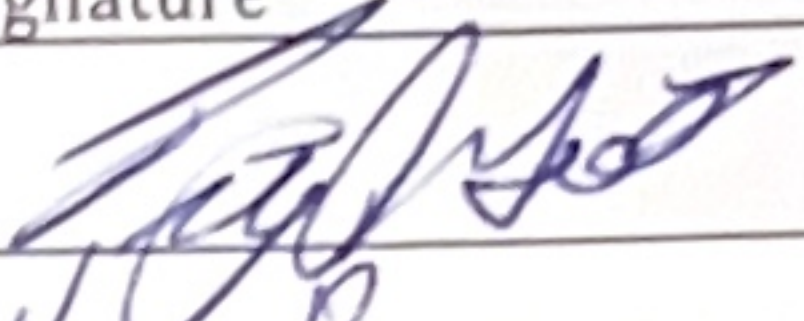
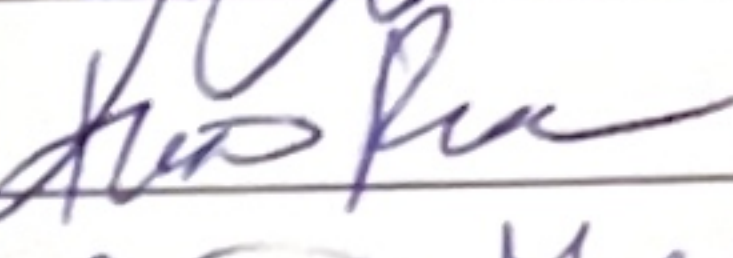
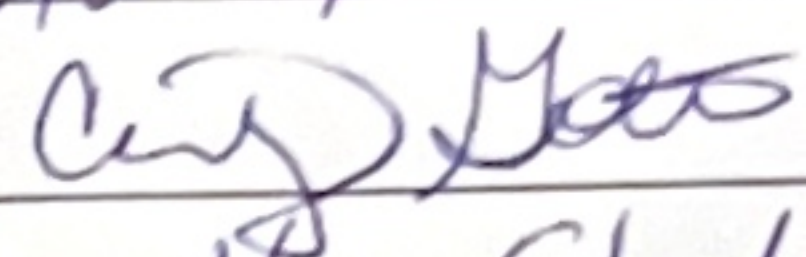
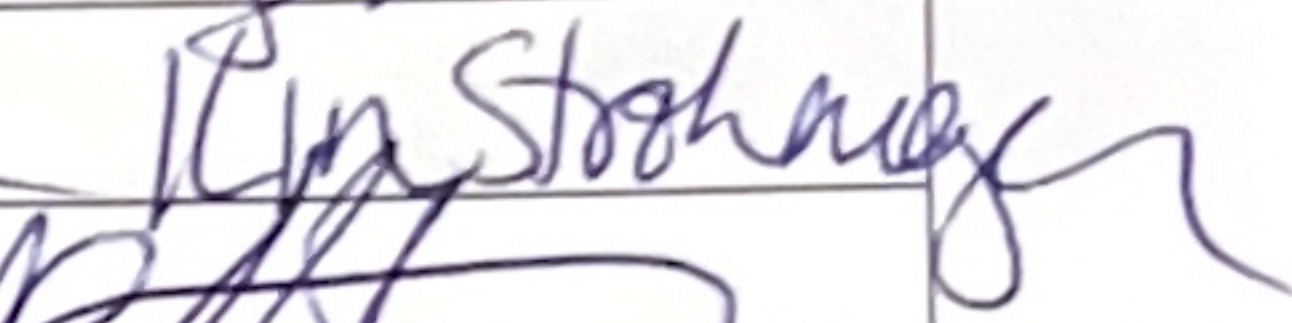
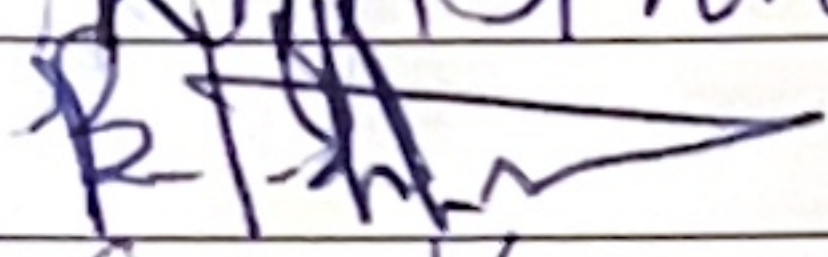
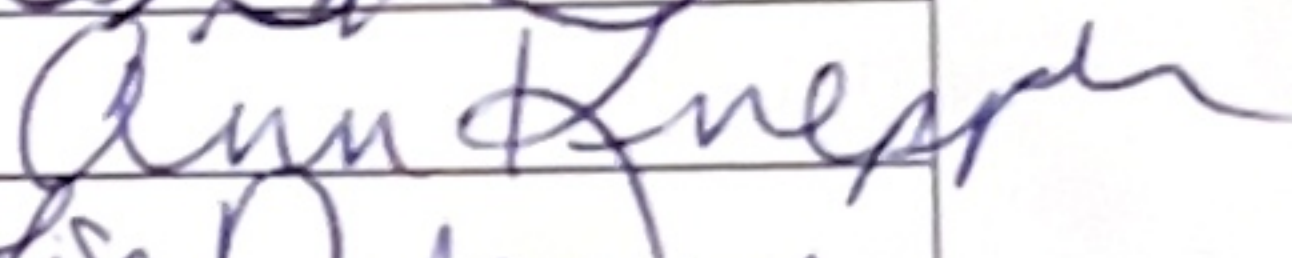
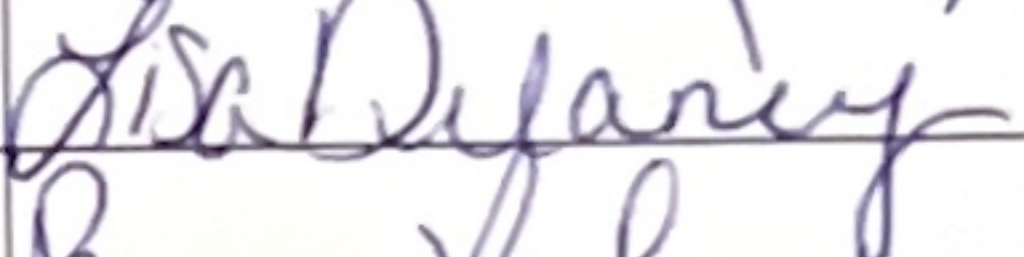
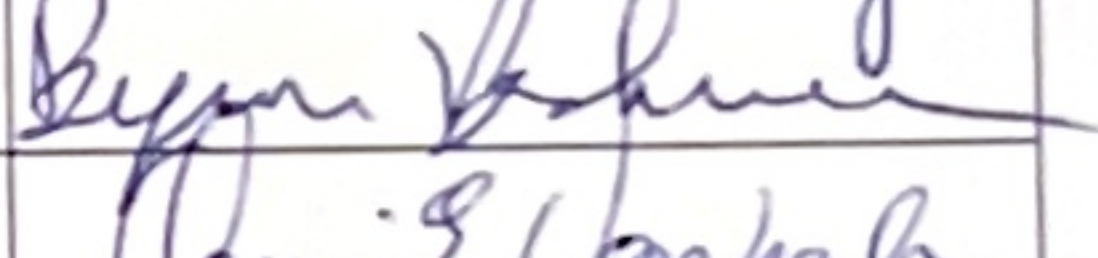
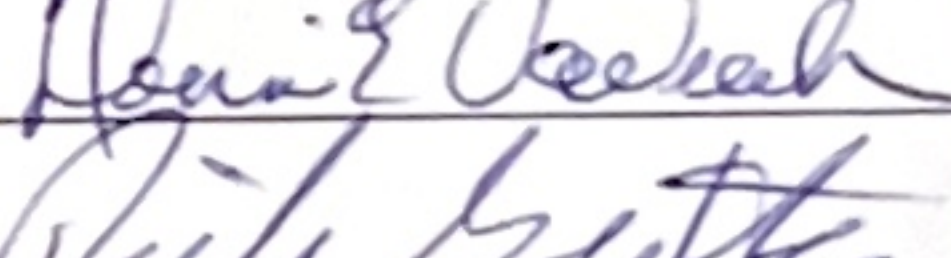
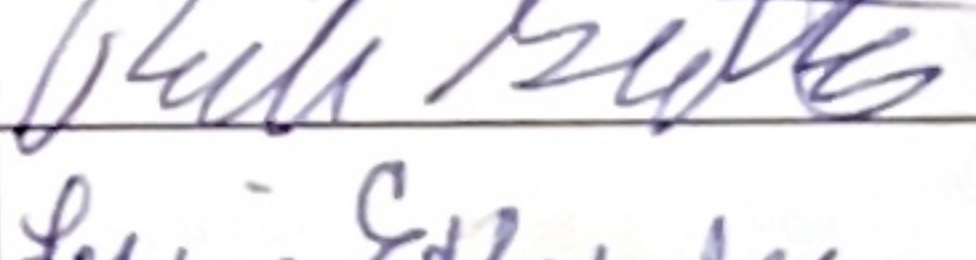
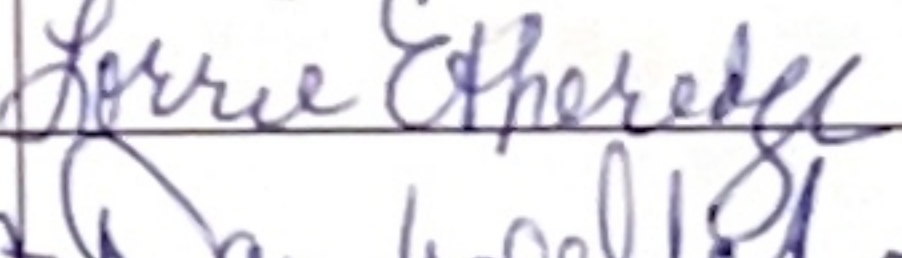
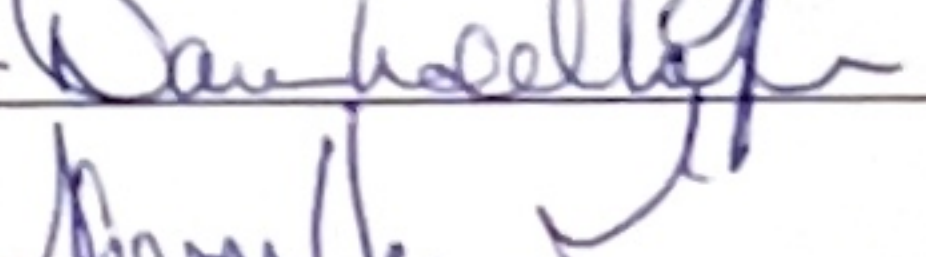
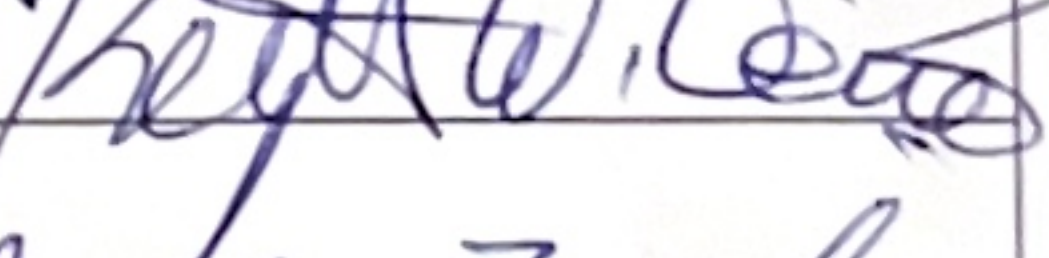
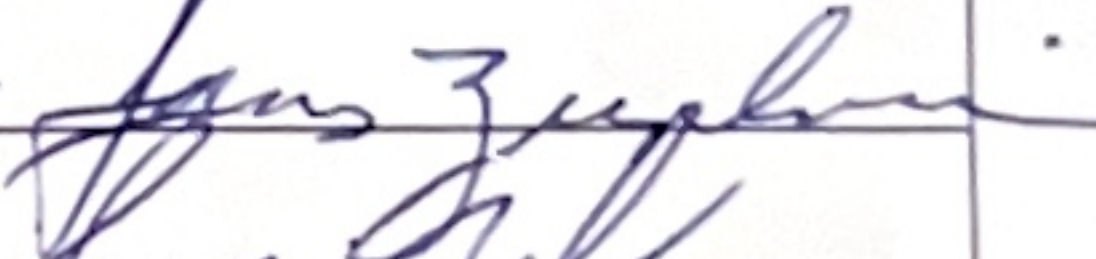
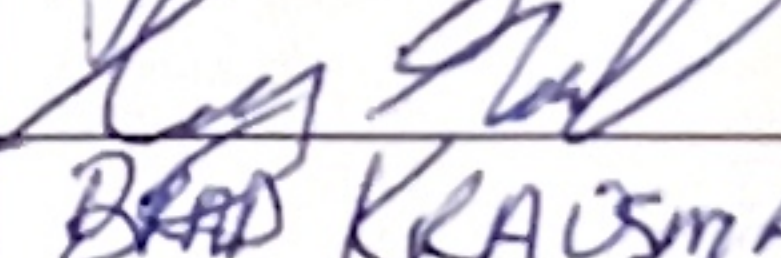
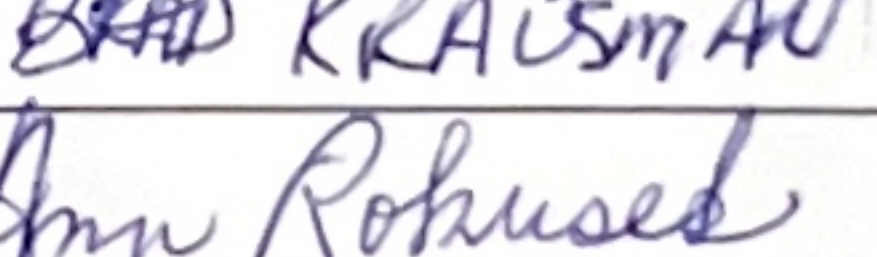
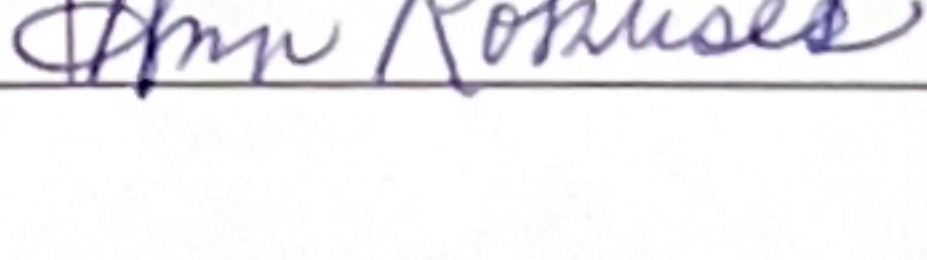
Sent from my iPhone

Petition to Oppose Rezoning of 101 Airborne Road AG Property to Heavy Industrial

We, the undersigned residents of Dubuque and surrounding areas, respectfully oppose the proposed rezoning of 101 Airborne Road from AG (Agricultural) to HI (Heavy Industrial).

This property borders residential neighborhoods and was previously understood by the community to remain as agricultural green space. We are concerned about the impact of industrial zoning on our homes, the local environment, and the creek that runs through the area.

We urge the Zoning Advisory Commission and the City Council to reject this rezoning request and preserve the integrity and safety of our residential community.

Printed Name	Address	Signature
Timothy J. Gott	15266 Briarwood Dr. Peosta, IA 52068	
Kaia L Rauen	15264 Briarwood Dr Peosta IA 52068	
CINDY GOTTO	15265 BRIARWOOD DR PEOSTA	
Kim Strohman	15298 Briarwood, Peosta	
	15298 Briarwood	
Ann Knepper	15319 Briarwood Dr., Peosta	
LISA Delaney	15358 Briarwood Dr Peosta	
Byrona Bohnen	15332 Briarwood Dr. Peosta	
DENNIS VAURICEN	10594 BRIARWOOD DR PEOSTA IA	
Lick Groth	10570 Reagan Ct. Peosta IA	
Terrie Etheredge	10569 Reagan Ct. Peosta IA	
Dawn Delaney	15392 Briarwood Dr, Peosta IA	
Sherry Hunstad	15414 Briarwood Dr Peosta IA	
Paul Hunstad	15414 Briarwood Dr. Peosta IA	
Keith W. Dennie	15450 Southwood Ct. Peosta, IA	
Jim Zuphan	15460 Southwood Ct. Peosta, IA	
Brad Krausman	15461 Southwood Ct	
Brad Krausman	15451 BRIARWOOD DR	
Ann Rohused	15469 BRIARWOOD DR	

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Timothy J. Goff

Date: 5/6/2023

Signature: [Handwritten Signature]

Address: 15266 Briarwood Dr
Peosta, IA
52068

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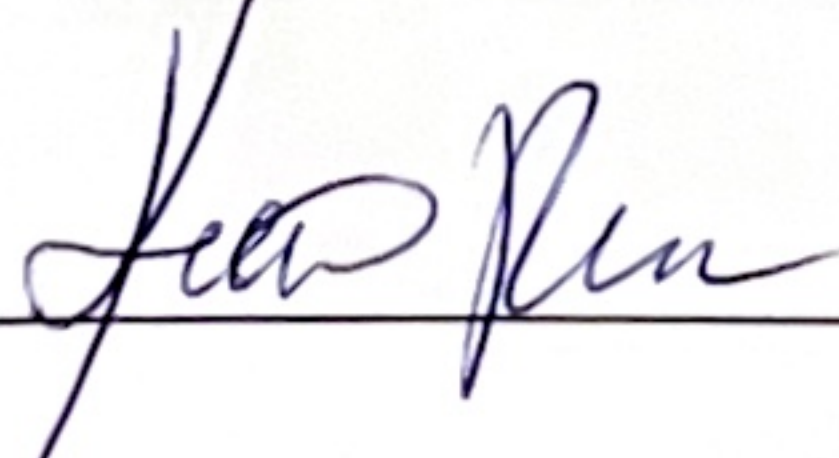
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Sincerely,

Name: Kara Pauen

Date: 5-6-2025

Signature: 

Address: 15264 Briarwood Dr
Des Moines IA

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Sincerely,

Name: Paul Huvstad

Date: 5/6/25

Signature: 

Address: 15414 Briarwood Dr.
Peosta IA 52068

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Sincerely,

Name: Keith W. Dennie

Date: 5/6/2025

Signature: Keith W. Dennie

Address: 15450 Southwood Ct. Peosta, IA

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Sincerely,

Name: BRAD KRASMAN

Date: 05-06-2025

Signature: Brad Krasman

Address: 16451 BAARWOOD

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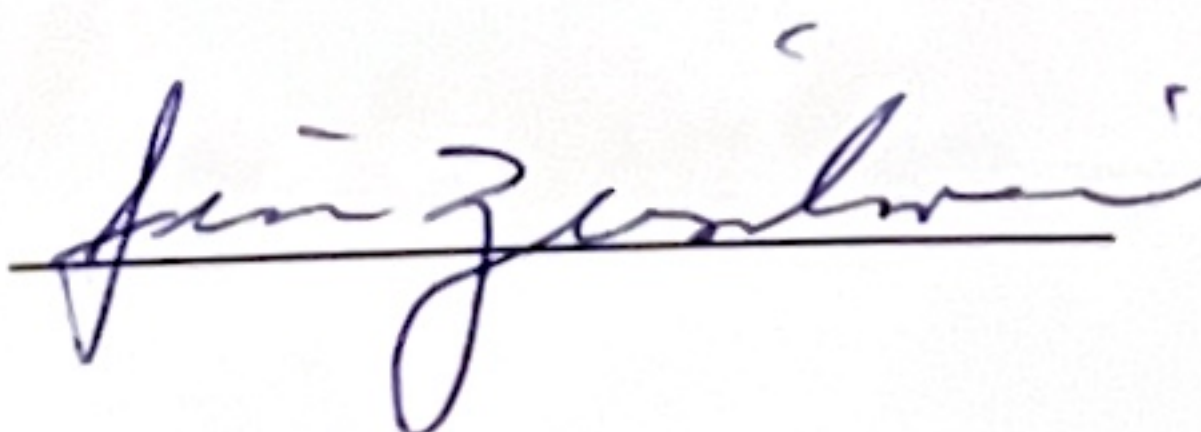
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Sincerely,

Name: Jim ZIEGELMAIER

Date: 5-6-2025

Signature: 

Address: 15460 Southwood Ct.
PEOSTA, IA
52068

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Sincerely,

Name: A. ROKUSEK

Date: MAY 6, 2025

Signature: Ann Robusek

Address: 15469 BRIARWOOD DR

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Sincerely,

Name: Terry Baal

Date: 5-6-2025

Signature: Terry Baal

Address: 15461 Southview Ct

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Sincerely,

Name: Ann Knepper

Date: 5-6-2025

Signature: Ann Knepper

Address: 15319 Briarwood Dr.
Peosta IA

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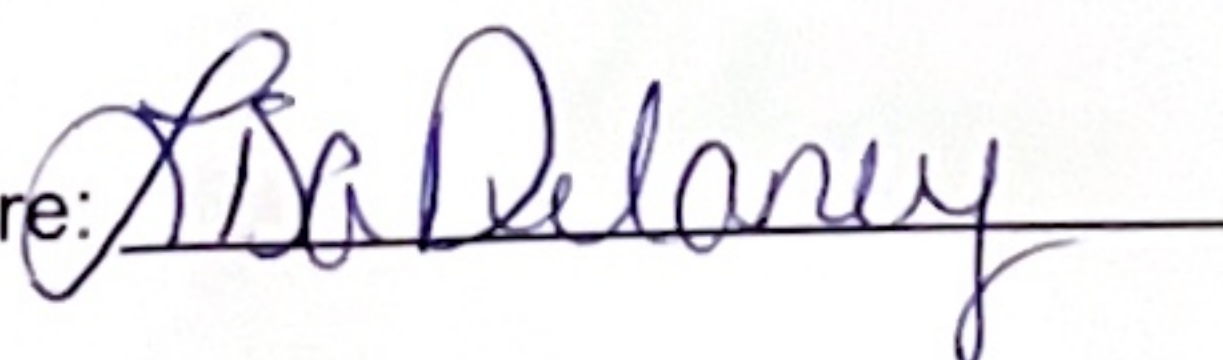
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Sincerely,

Name: Lisa Delaney

Date: 5-6-25

Signature: 

Address: 15358 Briarwood Dr
Peosta

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Sincerely,

Name: Byron Bohner

Date: 5/6/2025

Signature: Byron Bohner

Address: 15332 Broadway Dr
Peosta IA 52065

Rezoning Objection – 101 Airborne Road, Dubuque, IA

Dear Zoning Advisory Commission,

I am writing to formally oppose the proposed rezoning of the property at 101 Airborne Road from AG (Agricultural) to HI (Heavy Industrial), as outlined in the public hearing notice for May 7, 2025.

As a resident living near 101 Airborne Road, I strongly oppose the proposed rezoning of this property from Agricultural to Heavy Industrial.

This parcel borders residential homes, not commercial zones. Heavy Industrial rezoning would irreparably harm the character of this residential neighborhood and raise serious concerns, including:

- Environmental risk: A small creek runs directly through the area proposed for rezoning, which could be compromised by runoff, contaminants, and increased erosion due to industrial use. Industrial development poses an environmental risk to water quality and surrounding wildlife.
- Residential impact: Unlike other sides of the landfill that border businesses, this side is made up entirely of residential properties. Heavy Industrial activity here would introduce noise, light pollution, heavy truck traffic, and potential hazards that are not appropriate near homes.
- Property values and trust: The assurance that this land would remain green space was meaningful to both the seller and surrounding residents. Changing that now erodes trust and will reduce property values.

This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: DENNIS VAURICEK

Date: 5/6/2025

Signature: Dennis Vauricek

Address: 10594 REAGAN CT

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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I am writing to formally oppose the proposed rezoning of the property at 101 Airborne Road from AG (Agricultural) to HI (Heavy Industrial), as outlined in the public hearing notice for May 7, 2025.

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This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Rick Grothel

Date: 5-6-25

Signature: Rick Grothel

Address: 10570 Meagoo Ct. Potosi IA.

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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Sincerely,

Name: Dawn Udelhofen

Date: 5-6-25

Signature: Dawn Udelhofen

Address: 15392 Briarwood Dr.
Peosta IA

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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Sincerely,

Name: Sherry Hunstad

Date: 5/6/25

Signature: Sherry Hunstad

Address: 15414 Briarwood Dr
Deosta IA 52008

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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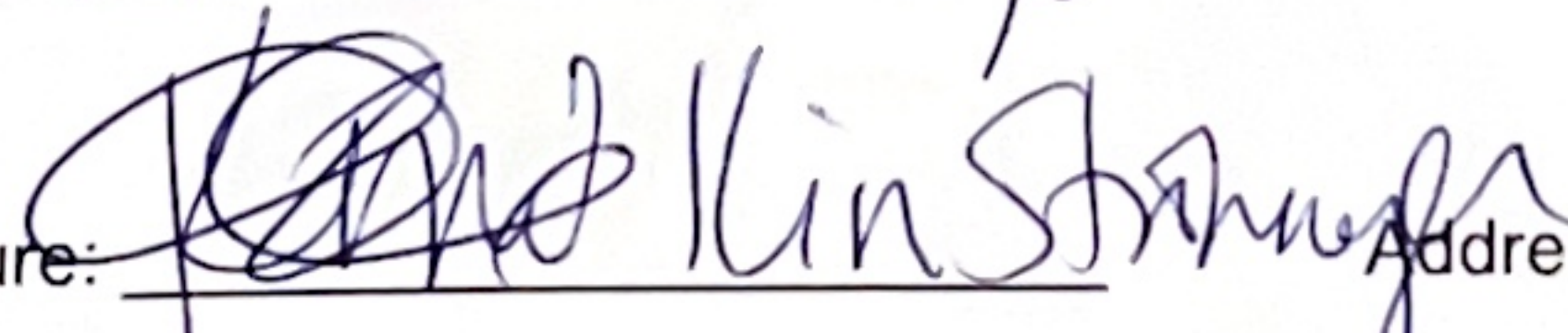
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Sincerely,

Name: Kim Stohmeyer

Date: 5/6/25

Signature:  Kim Stohmeyer

Address: 15298 Briarwood Dr.

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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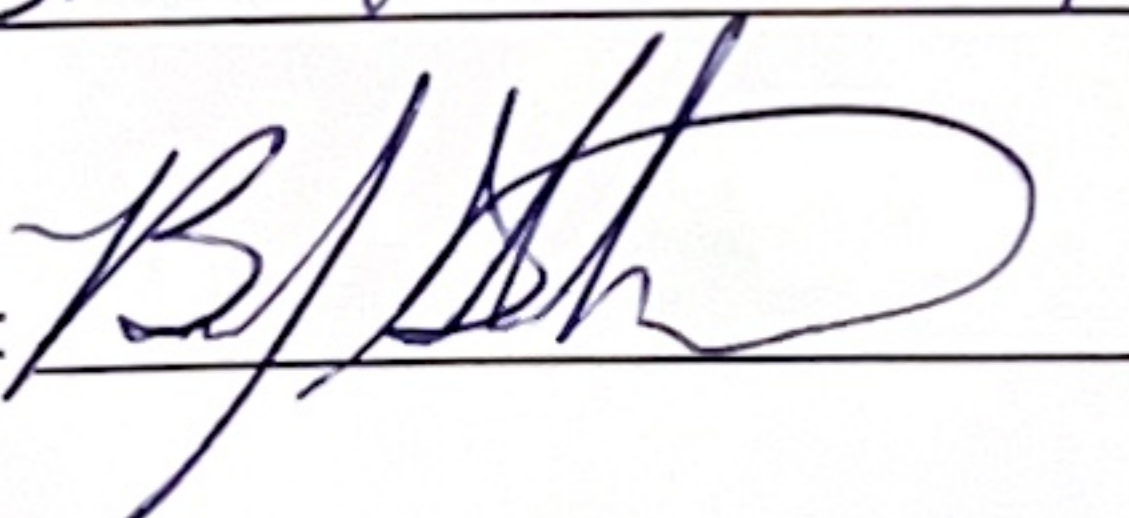
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This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Brian Strahayer

Date: 5-6-25

Signature: 

Address: ~~15205~~ 15298 Briarwood

Rezoning Objection – 101 Airborne Road, Dubuque, IA

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This rezoning directly threatens our neighborhood's health, safety, and quality of life. I urge you to reject this proposal and preserve this land as green space.

Sincerely,

Name: Cindy GOTT

Date: 5-06-2025

Signature: Cindy Gott

Address: 15245 BRIARWOOD DR
PEOSTIA IA 52068

Wally Wernimont

From: Ken Kress <kenkress@yousq.net>
Sent: Wednesday, May 14, 2025 7:29 AM
To: Shena Moon
Cc: Travis Schrobilgen; Wally Wernimont; Jason Duba
Subject: Re: Landfill - Zoning Meeting

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Good morning Shena,

This is my formal letter of opposition to the zoning change of the Dubuque Landfill;

My name is Ken Kress and my address is 11416 Cottingham Rd. Peosta, IA 52068

I oppose the zoning change of the land owned by the Dubuque City Landfill that borders my land on the East side.

My wife and I feel this zoning change is not necessary at this point in time especially if not needed for a great number of years as described at the Zoning meeting last week.

Thanks, Ken & Ann Kress

On Thu, May 8, 2025 at 1:54 PM Shena Moon <Smoon@cityofdubuque.org> wrote:

Hello Ken,

Thank you for your email.

If you were to sign the petition and/or submit a written opposition, it would increase the opposition within the notification area to the 20% therefore requiring a Super Majority at City Council.

Please let me know if you have any additional questions.

Thank you,

Shena



Shena Moon (she, her, hers)
Associate Planner | City of Dubuque
City Hall | 50 W. 13th St., Dubuque, IA 52001
O: 563-589-4211 | F: 563-589-4221

Office Hours: Monday – Friday, 8 a.m – 5 p.m.



From: Ken Kress <kenkress@yousq.net>
Sent: Thursday, May 8, 2025 9:49 AM
To: Shena Moon <Smoon@cityofdubuque.org>
Subject: Landfill - Zoning Meeting

Hi Shena,

I watched the Zoning meeting online last night and I want to discuss this further with you.

I did not sign the original petition with the neighbors but after listening to the meeting last night, I was not happy with the answers that were given by the landfill's representative.

If I opposed their proposal, will my added property provide the 20% needed for the Super Majority for the City Council meeting?

Thanks, Ken

--

Ken Kress CRS, GRI
Remax Advantage Realty
4029 Pennsylvania Ave.
563-588-3078 Office
563-543-6620 Cell
563-588-1799 Fax
KenKress@yousq.net
www.DubuqueAreaHomes.com

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KenKress@yousq.net
www.DubuqueAreaHomes.com

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breitsfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 101 AIRBORNE ROAD FROM AG AGRICULTURE DISTRICT TO HIC HEAVY INDUSTRIAL WITH CONDITIONS DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from AG Agriculture District to HIC Heavy Industrial District with conditions, to wit:

The South West $\frac{1}{4}$ of the South East $\frac{1}{4}$, in Section 1, Township 88 North, Range 1 East of the 5th P.M., Dubuque County Iowa, according to the United States Government Survey and the recorded plat thereof.

A portion of Lot 1 of Landfill West Subdivision pursuant to that certain Final Plat recorded May 27, 2005 as Instrument No. 2005-00008187 of the records of the Dubuque County Recorder, County of Dubuque, State of Iowa.

A portion of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 88 North, Range 1 East of the 5th P.M. in Vernon Township, all in Dubuque County Iowa.

As shown on Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

Brad M. Cavanagh, Mayor

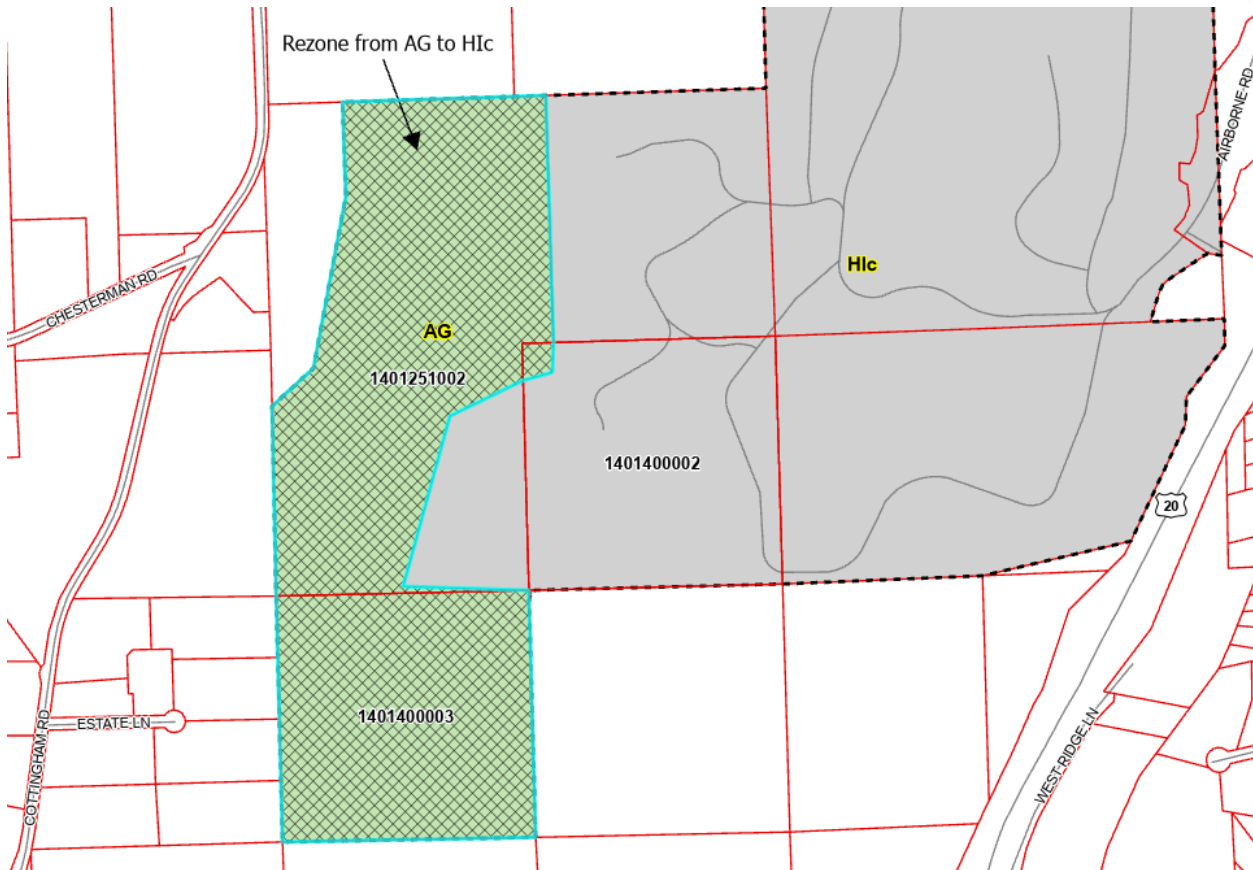
Attest:

Adrienne N. Breitfelder, City Clerk

Exhibit A

Area rezoned from AG to H1c:

- All of Parcel 1401400003
- Portion of Parcel 1401400002
- Portion of Parcel 1401251002



MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5, and as an express condition of rezoning of the property located at 101 Airborne Road and legally described as:

The South West $\frac{1}{4}$ of the South East $\frac{1}{4}$, in Section 1, Township 88 North, Range 1 East of the 5th P.M., Dubuque County Iowa, according to the United States Government Survey and the recorded plat thereof.

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A portion of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 88 North, Range 1 East of the 5th P.M. in Vernon Township, all in Dubuque County Iowa.

As shown on Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

This property is the subject of Ordinance No. _____-25, a copy of which is attached hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

A) Conditions:

1. The permitted uses for this Heavy Industrial District shall be limited to the following:
 - a. Automated gas station
 - b. Freight transfer facility
 - c. Resource recovery/recycling center (indoor only)
 - d. Railroad or public or quasi-public utility, including substation
 - e. Sanitary landfill
2. The conditional uses for this Heavy Industrial District shall be limited to the following:
 - a. Wind energy conversion system

B) Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the AG – Agriculture district if the property owner fails to complete any of the conditions or provisions of this Agreement.

C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.

- D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval of the adoption of Ordinance No. -25.
- E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.
- F) This Agreement shall be binding upon the undersigned and his/her heirs, successors and assignees.

ACCEPTANCE OF ORDINANCE NO. - 25

I, Ric Jones, representing the Dubuque Metropolitan Area Solid Waste Agency, having read the terms and conditions of the foregoing Ordinance No. -25 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this _____ day of _____, 2025.

By: _____

Ric Jones
Agency Board Chairperson
Dubuque Metropolitan Area Solid Waste Agency

On this _____ day of _____ 2025 before me, a Notary Public, in and for said state, personally appeared Ric Jones, to me known to be the person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires: _____

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breitsfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 25

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A portion of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 88 North, Range 1 East of the 5th P.M. in Vernon Township, all in Dubuque County Iowa.

As shown on Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

Brad M. Cavanagh, Mayor

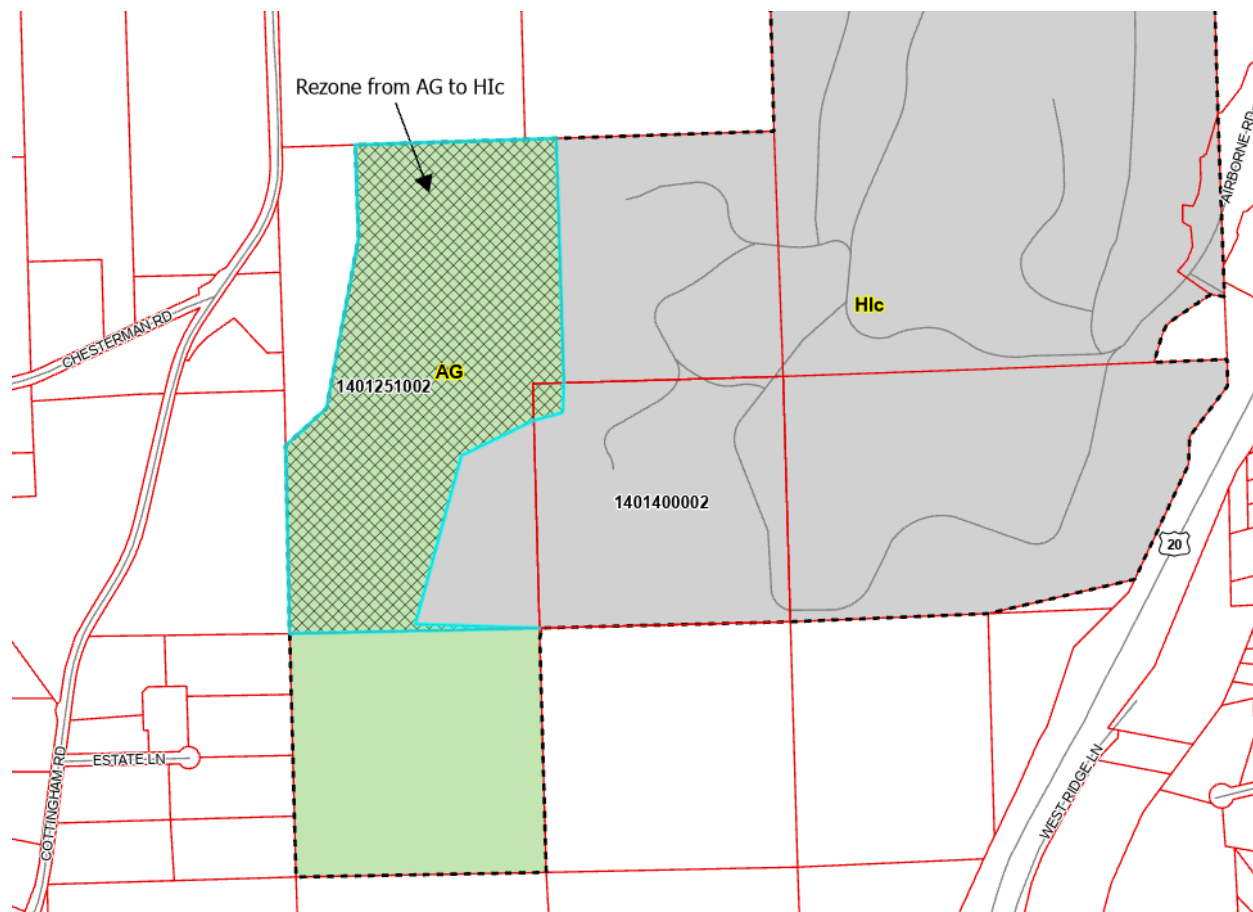
Attest:

Adrienne N. Breitfelder, City Clerk

Exhibit A

Area rezoned from AG to H1c:

- Portion of Parcel 1401400002
- Portion of Parcel 1401251002



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A) Conditions:

1. The permitted uses for this Heavy Industrial District shall be limited to the following:
 - a. Automated gas station
 - b. Freight transfer facility
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 - d. Railroad or public or quasi-public utility, including substation
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D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval of the adoption of Ordinance No. -25.

- E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.
- F) This Agreement shall be binding upon the undersigned and his/her heirs, successors and assignees.

ACCEPTANCE OF ORDINANCE NO. - 25

I, Ric Jones, representing the Dubuque Metropolitan Area Solid Waste Agency, having read the terms and conditions of the foregoing Ordinance No. -25 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this _____ day of _____, 2025.

By: _____

Ric Jones
Agency Board Chairperson
Dubuque Metropolitan Area Solid Waste Agency

On this _____ day of _____ 2025 before me, a Notary Public, in and for said state, personally appeared Ric Jones, to me known to be the person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

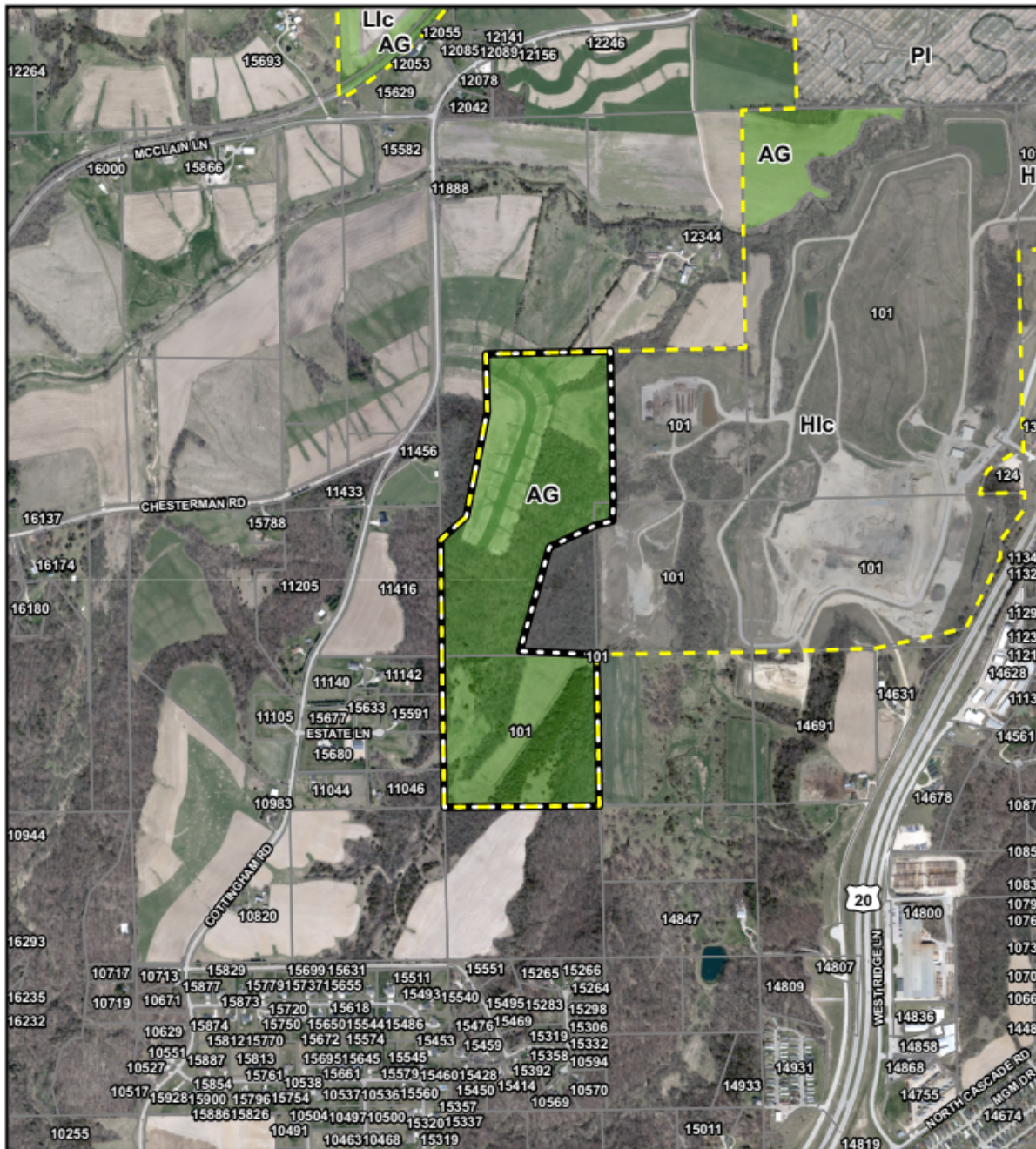
My Commission expires: _____

Dubuque Metropolitan Area Solid Waste Agency (DMASWA) 101 Airborne Road

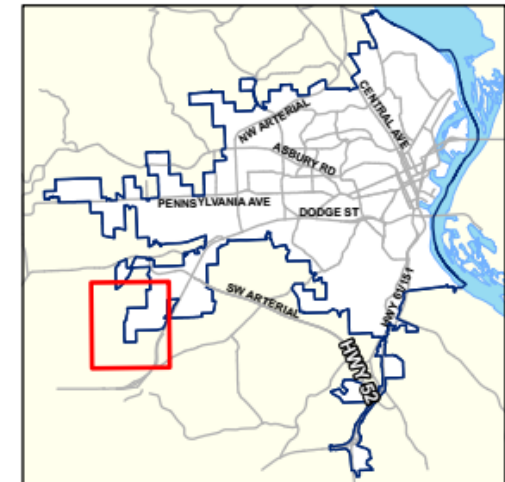
*Request to rezone from AG Agriculture
to a HI Heavy Industrial with conditions*

Staff Presentation to City Council

May 19, 2025



Vicinity Map

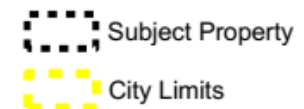


Applicant: Dubuque Metropolitan Area Solid Waste Agency – Kenneth Miller

Location: 101 Airborne Road (PIN 1401400003 and portions of PINs 1401251002 and 1401400002)

Type: Rezoning

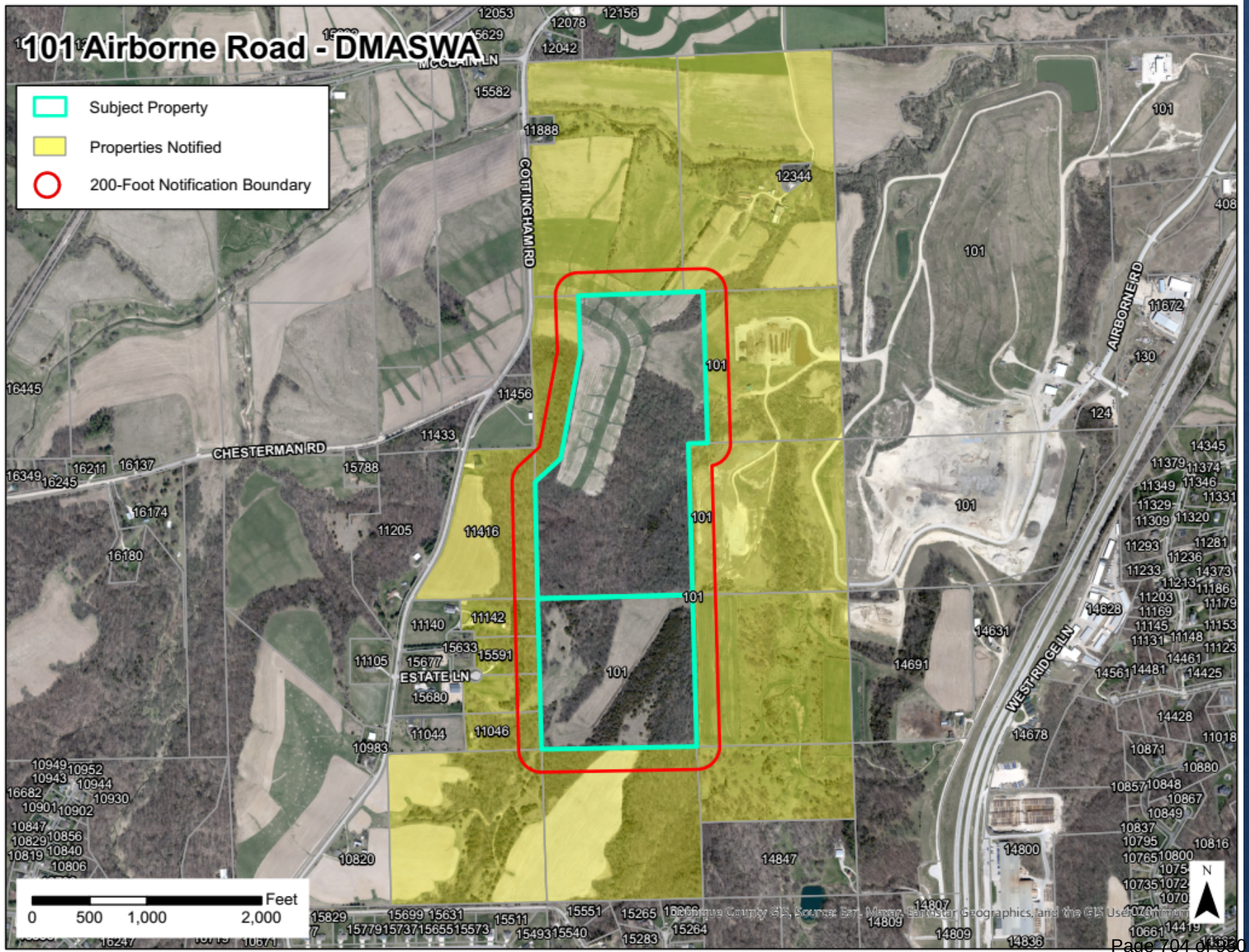
Description: To rezone property from AG Agriculture to HI Heavy Industrial zoning district.



1:15,000

101 Airborne Road - DMSWA

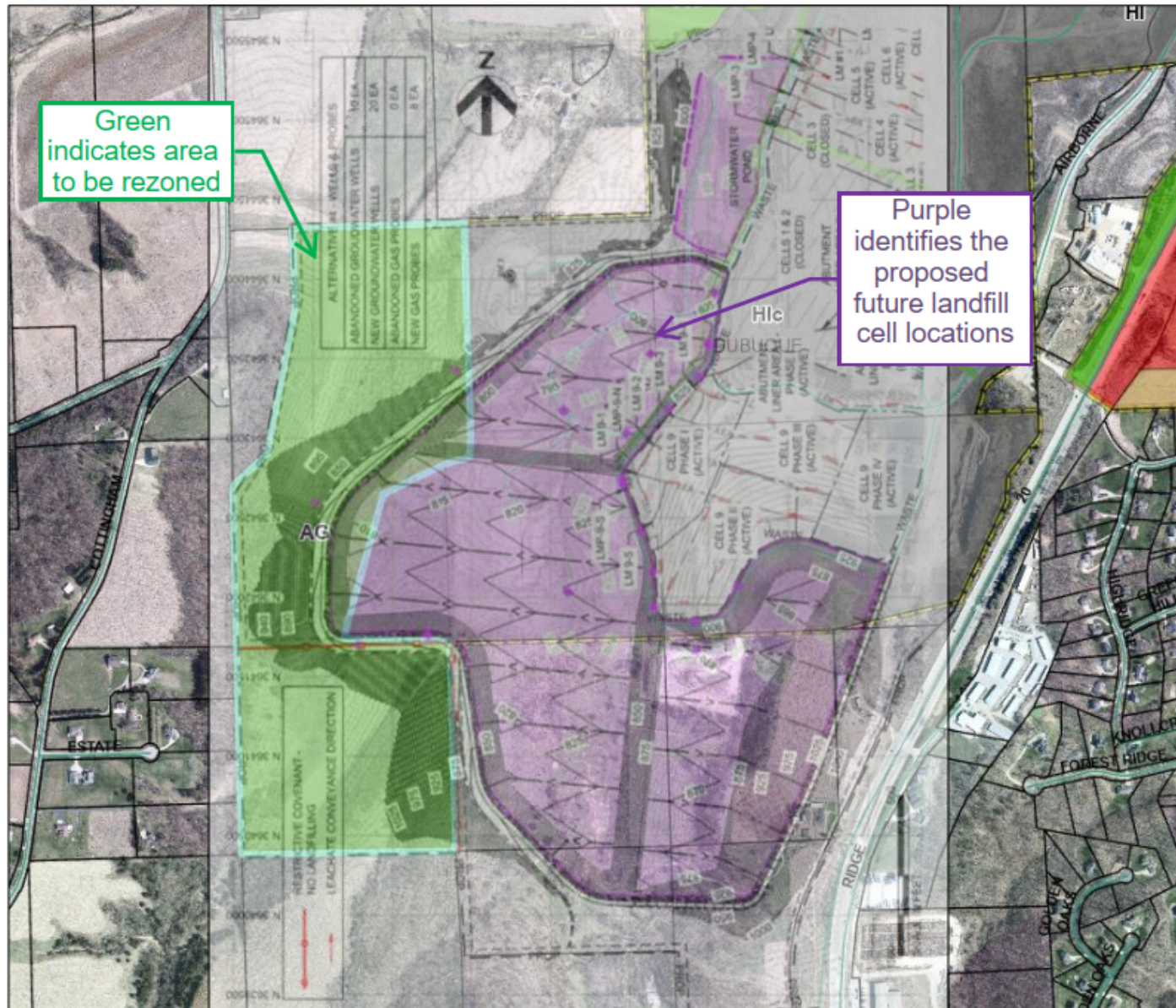
-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



Project Site

- **Property & Zoning History:**
 - Pre-1975 – County Zoning
 - 1975 – County Zoning
 - 1985 – County Zoning
 - 2011 – Annexed as AG Agriculture into the City of Dubuque
- **Adjacent Land Use:**
 - North – Agricultural - Farm
 - East – Sanitary Landfill
 - South – Agricultural - Farm
 - West – Farm, Forest, Residential
- **Project Site:**
 - Comprised of one parcel and portions of two others
 - The area totals approximately 103 acres.
 - Hilly terrain
 - Covered with timber and row crops

ZONING/LANDFILL CELL OVERLAY EXHIBIT



Impact of Request on:

- **Utilities:**
 - The landfill is served by both city water and sanitary sewer. Utilities may be extended as necessary.
- **Public Services:**
 - Public services are adequate to serve the site regardless of how it may be utilized or developed.
- **Environment:**
 - The landfill is designed with an engineered base and a leachate collection system to prevent contamination of soil and groundwater.
 - A gas collection system captures methane produced during waste breakdown, which is then converted into Renewable Natural Gas, reducing greenhouse gas emissions.
 - Local disposal reduces the need for long-haul trucking of waste, minimizing transportation-related greenhouse gas emissions.
- **Adjacent Properties:**
 - The DMASWA property is located in the city adjacent to unincorporated Dubuque County.
 - The proposed cell will be a minimum of 500 feet from property line.
 - There will be forested landscape buffer planted. As required by law, a litter fence will be installed around the perimeter.
- **Traffic Patterns/Counts:**
 - Airborne Rd (Local Road) – IDOT Traffic Counts (2020) - 101 AADT
 - Not expected to impact existing traffic patterns, as it represents an extension of current operations and will compensate for areas of the site that are no longer active.

Permitted Uses

HI Zoning District		
Agricultural supply sales.	Furniture upholstery or repair.	Pet daycare or grooming.
Animal hospital or clinic.	General office.	Printing or publishing.
Auto part sales.	Grain or barge terminal.	Railroad or public or quasi-public utility, including substation.
Automated gas station.	Indoor recreation facility.	Registered child development home.
Bakery (wholesale/commercial).	Indoor restaurant.	Resource recovery/recycling center (indoor only).
Bank, savings and loan, or credit union.	Junkyard or salvage yard.	Restaurant, drive-in or carryout.
Bar or tavern.	Kennel.	Sanitary landfill.
Business services.	Laboratory for research or engineering.	Service station.
Car wash, full service.	Licensed childcare center.	Sewage treatment plant.
Car wash, self-service.	Lumberyard or building material sales.	Slaughterhouse or stockyard.
Cold storage or locker plant.	Mail order house.	Tool, die, or pattern making.
Construction supply sales and service.	Manufacturing, primary.	Upholstery shop.
Contractor shop or yard.	Manufacturing, secondary.	Vehicle body shop.
Convenience store.	Miniwarehousing.	Vehicle sales or rental.
Crematorium, reduction plant, foundry, forge or smelter.	Mobile home sales.	Vehicle service and repair.
Dental or medical lab.	Moving or storage facility.	Vending or game machine sales or service.
Drive-up automated bank teller.	Off street parking lot.	Warehousing, packaging, distribution or storage facility.
Farm implement sales, service or repair.	Packaging, processing, or storing meat, dairy or food products.	Welding services.
Freight transfer facility.	Parking structure.	Wholesale sales or distributor.
Fuel or ice dealer.	Passenger transfer facility.	

Heavy Industrial with Conditions

Automated gas station
 Freight transfer facility
 Resource recovery/recycling center (indoor only)
 Railroad or public or quasi-public utility, including substation
 Sanitary landfill

Public Input

Two petitions have been submitted in opposition to the rezoning.

Letters/emails submitted in opposition to the rezoning:

- Kari Voss - 11140 Cottingham Road
- Lance Hummel - 15633 Estate Lane
- Ken Kress – 11416 Cottingham Road

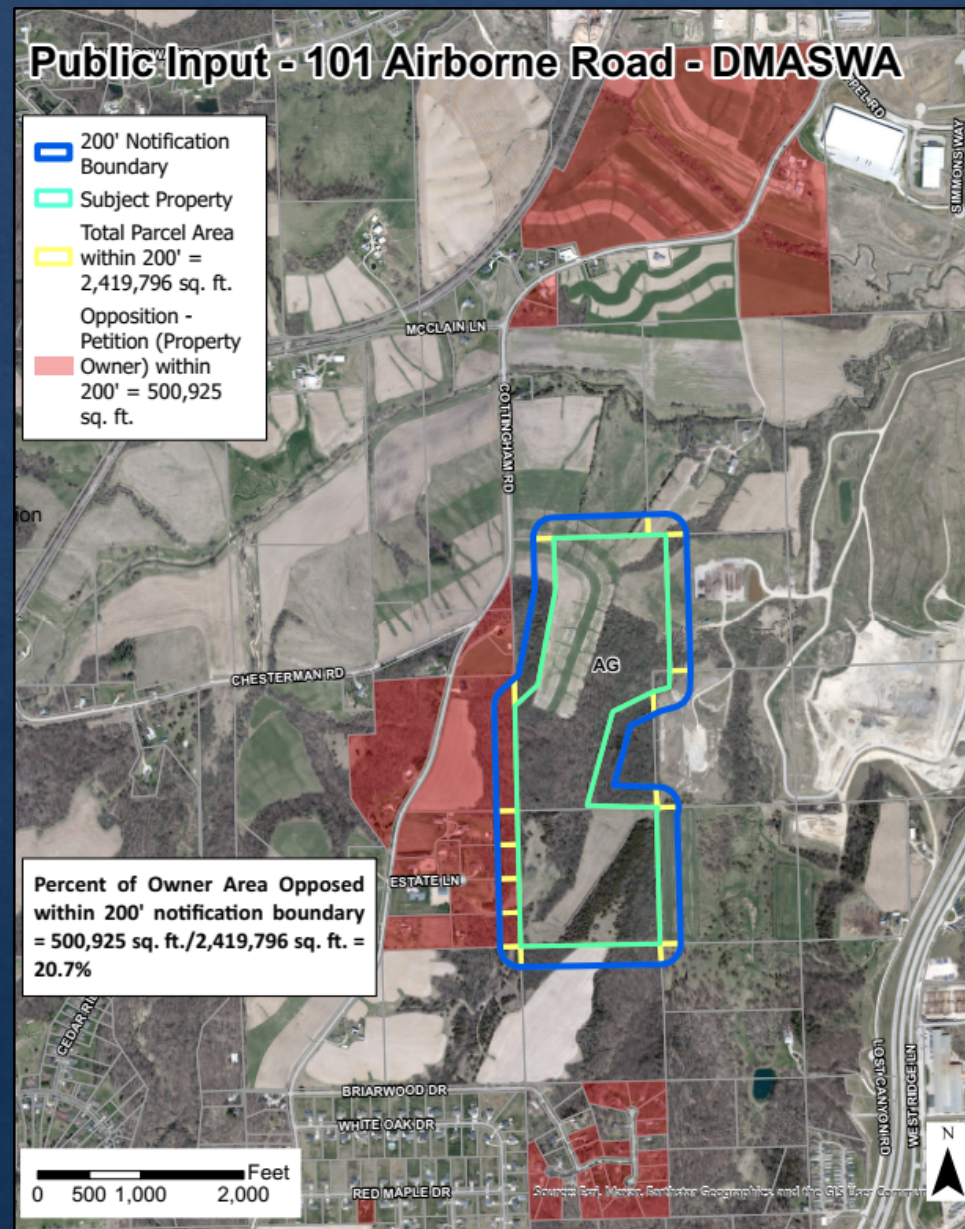
Speakers provided comments in opposition at the ZAC meeting:

- Steve Ingalsbe – 15680 Estate Lane
- Glen Beck - 15591 Estate Lane
- Lance Hummel – 15633 Estate Lane
- Steve Olson – 11046 Cottingham Road
- Kari Voss – 11140 Cottingham Road

Map of property owners who are opposed to the rezoning of the property, based on written opposition submitted to the City as of May 14, 2025

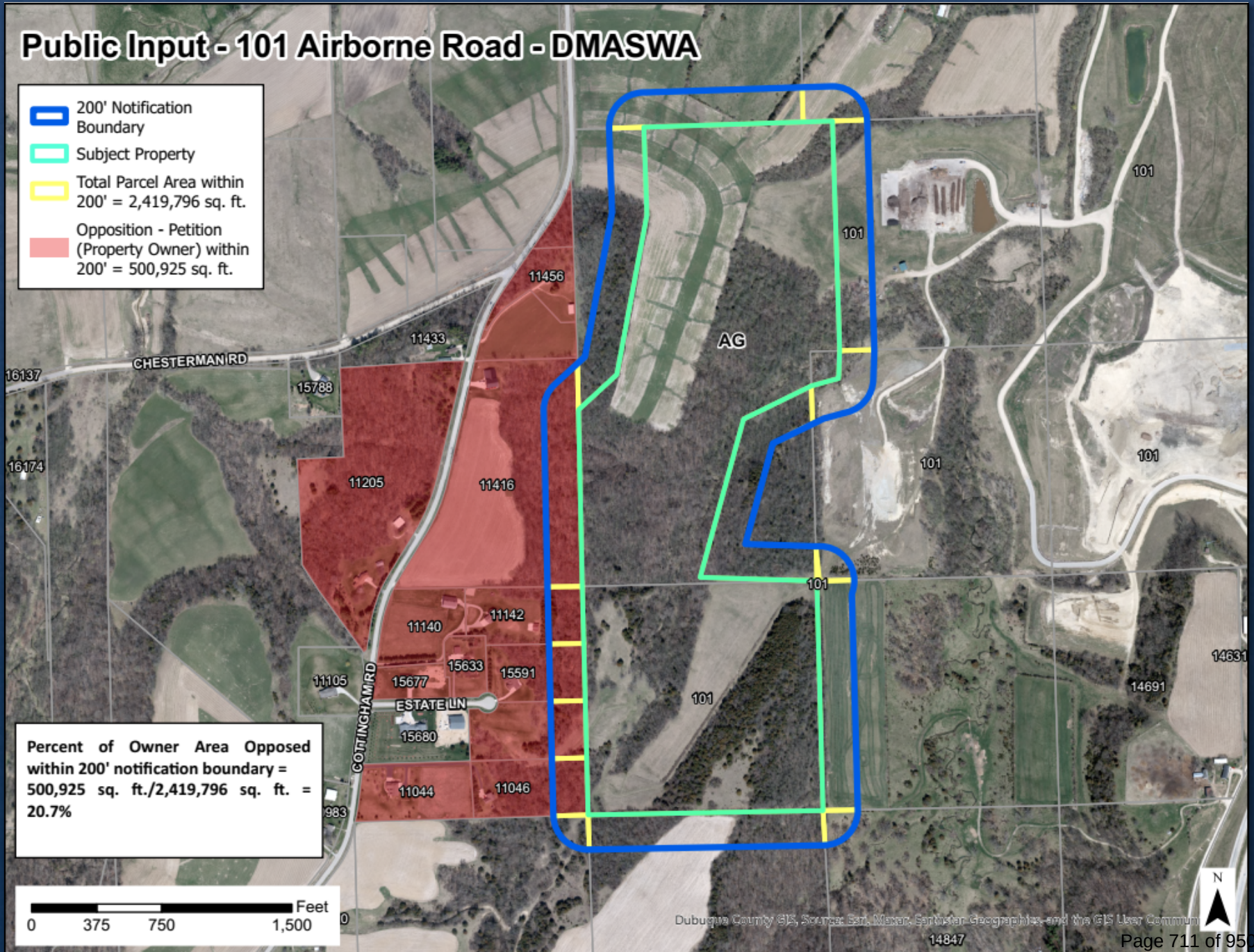
20.7 % of the area within 200 feet of the area to be rezoned is in opposition to the request

Super majority vote by City Council required to approve the rezoning



Public Input - 101 Airborne Road - DMASWA

- 200' Notification Boundary
- Subject Property
- Total Parcel Area within 200' = 2,419,796 sq. ft.
- Opposition - Petition (Property Owner) within 200' = 500,925 sq. ft.



Concurrence with Comprehensive Plan

The Imagine Dubuque Comprehensive Plan goals promote solid waste reduction and pollution mitigation, in part to extend the capacity life of the landfill. The City's Future Land Use Map identifies the subject site as Heavy Industrial, the same as the rest of the landfill. The proposed project would relate to the following recommendations of the Comprehensive Plan:

- Evaluate whether local solid waste can begin to incorporate a compost component, similar to Des Moines, that would provide a source of compost for local gardens & production.
- Explore incentives for backyard and curbside composting that reduce the proportion of landfilled food.
- Explore a community-wide Zero Waste Policy that creates a closed-circuit economy of low-impact or reduced consumption lifestyle and marketplace for post-consumer products.

Zoning Advisory Commission Recommendation

By a vote of 3 to 1, the Commission recommends that the City Council approve the rezoning of the subject property from AG Agriculture to HI Heavy Industrial with conditions.

Petition(s) and Letters of opposition were submitted and signed by the owners of twenty percent (20%) or more of the property which is located within two hundred feet (200') of the exterior boundaries of the property being considered for rezoning. **Therefore, a super majority vote is needed for the City Council to approve the request.**

Alternative Consideration

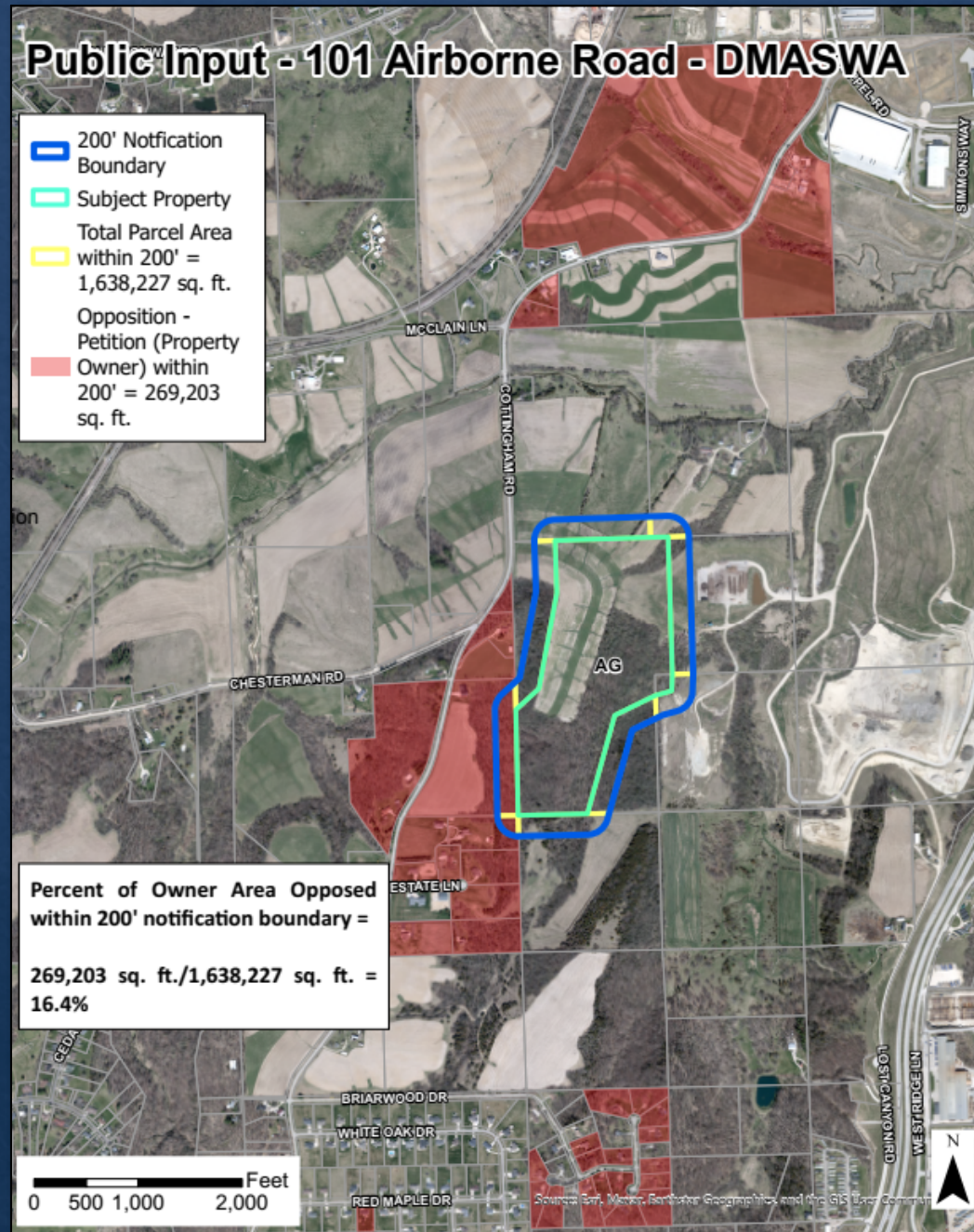
The City Council may also consider a reduction of the zoning area.

- Several neighbors have voiced concerns about rezoning of the parcel 1401400003 also know as:
 - The South West $\frac{1}{4}$ of the South East $\frac{1}{4}$, in Section 1, Township 88 North, Range 1 East of the 5th P.M., Dubuque County Iowa, according to the United States Government Survey and the recorded plat thereof.
- This 40-Acre parcel directly abuts the property owners on Estate Lane.
- This parcel has a warranty deed (2007-00011295) that notes the Grantee (Dubuque Metropolitan Area Solid Waste Agency), and its successors and assigns may not use the real property as a landfill site.
- The proposed landfill cell is not located on this parcel.

Map of property owners who are opposed to the rezoning of the property, based on written opposition submitted to the City as of May 14, 2025

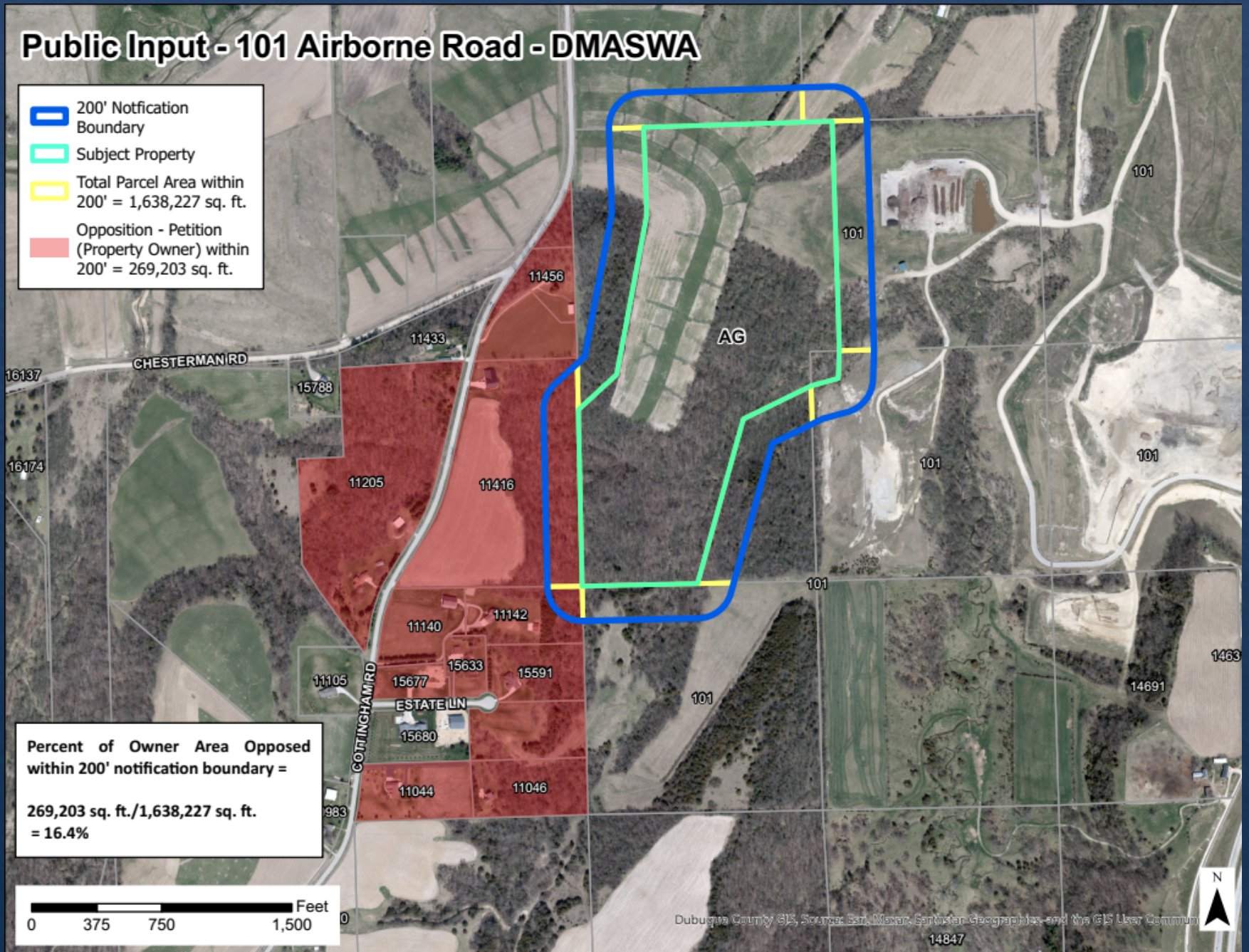
16.4 % of the area within 200 feet of the area to be rezoned is in opposition to the request

Simple majority vote by City Council required to approve the rezoning



Public Input - 101 Airborne Road - DMASWA

-  200' Notification Boundary
-  Subject Property
-  Total Parcel Area within 200' = 1,638,227 sq. ft.
-  Opposition - Petition (Property Owner) within 200' = 269,203 sq. ft.



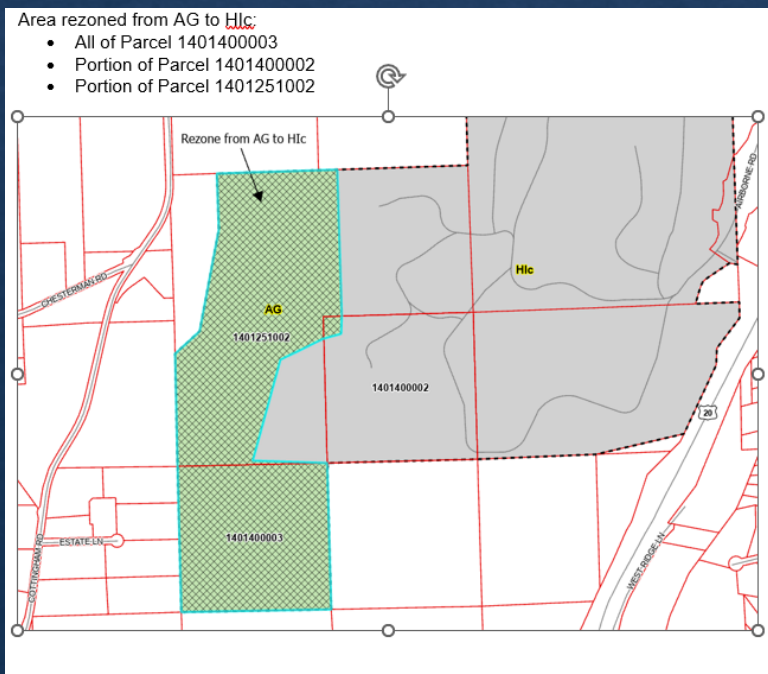
Percent of Owner Area Opposed
within 200' notification boundary =

$269,203 \text{ sq. ft.} / 1,638,227 \text{ sq. ft.}$
= 16.4%

Dubuqua County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

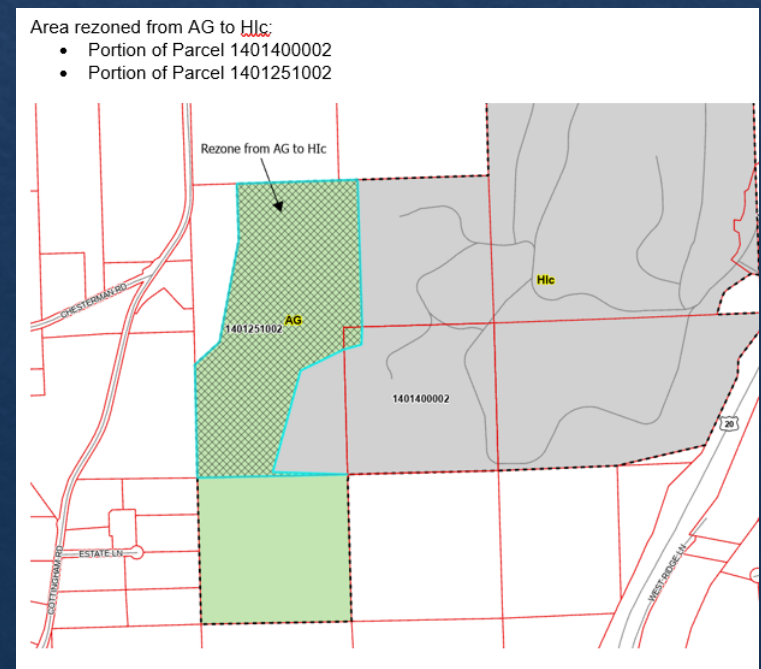
Ordinance 1

- Approves the rezoning of all the property to HI Heavy Industrial with conditions.
- To approve, the City Council will need a super majority vote.



Ordinance 2

- Approves a reduction of the zoning area to HI Heavy Industrial with conditions. This would exclude the 40-acre parcel adjacent to property owners on Estate Lane.
- To approve, the City Council will need a simple majority vote.



QUESTIONS?

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Request to Rezone 405-575 Cedar Cross Road

SUMMARY: Proof of publication on notice of public hearing to consider a request from Luke and Julie Merfeld - Merfeld Properties LLC, to rezone property located at 405 and 575 Cedar Cross Road from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district, and Zoning Advisory Commission recommending approval.
ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 405 Cedar Cross Road And 595 Cedar Cross Road From R-1 Single-Family Residential District To R-3 Moderate Density Multi-Family Residential District

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Memo to CC_405-575 Cedar Cross Rd R-3
2. Staff Memo - Remanded 405_575 Cedar Cross
3. Application - 405 and 575 Cedar Cross Rd R-3
4. Vicinity Map - 405 and 575 Cedar Cross Rd
5. Notification Map - 405 and 575 Cedar Cross Road
6. Carol Maas - Public Input - Cedar Cross ZAC May 7 REZ
7. R-1 SFR Zoning District
8. R-3 Moderate MFR Zoning District
9. Ordinance 405_575 Cedar Cross Rd
10. Staff Report - 405_575 Cedar Cross Rd
11. Public Input - Carol Maas
12. Public Input - Sheila Trapp
13. Public Input _Clark+Sharon Payne
14. CC PwPT - 405_575 Cedar Cross Rd REZ 5.19.25
15. Public Input_Uploaded 5.19.25

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



May 13, 2025

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Luke and Julie Merfeld - Merfeld Properties LLC
Location: 405 and 575 Cedar Cross Road
Description: To rezone property from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Luke Merfeld, 10713 Cottingham Road, spoke on behalf of his application. He explained they are now trying to rezone to R-3 after City Council sent their request for R-4 back down to the Commission. Mr. Merfeld stated that the goal is to sell the property and that they desire compatible development on the site.

Mike Reinert, 401 Cedar Cross Road, expressed opposition, saying that he thought R-2 would be better. He said that R-3 zoning would bring intrusions, noise, and other negative attributes in this R-1 area. He wondered if the sanitary sewer system had capacity for this development.

Carol Maas, 3095 Nightengale Lane, asked the Commission to consider potential impacts for adjacent homeowners. She asked if neighbors will be notified of development plans for the property. Associate Planner Moon stated that she would address that question during the staff report. Ms. Maas stated that the other businesses on the street are good neighbors, and she wants something that fits in.

Staff detailed the staff report and provided background regarding City Council remanding the R-4 rezoning request back to Commission to consider R-3 zoning. Staff reviewed characteristics of the subject property and the vicinity, and provided a summary of the permitted uses of the R-3 zone compared that to both the R-1 zone, R-1, and R-4 zones, noting that R-3 allows up to a maximum of six (6) units to be developed on a parcel provided any development would adhere to the bulk regulations established in the zoning district. Staff stated that the rezoning request provides for the public input process and that the development review process does not require public notification or allow for public

input. Staff noted that development proposing more than two residential units would require review by the city's Development Review Team and during that process the project would be evaluated to ensure it is complying with all site development requirements as well as other applicable city codes.

Staff noted that water and sanitary sewer are available near the property and that the City would evaluate any proposed project to ensure there is adequate sanitary sewer capacity. Staff summarized how the proposed rezoning would be in concurrence with some Comprehensive Plan recommendations. She summarized the public input received including a letter from Carol Maas and a phone call from a neighbor, Sandy Ronek, who expressed concerns primarily with the potential traffic impacts.

The Commission discussed the request and questioned the density that could be constructed on each lot. Staff confirmed that both properties, 405 and 575 Cedar Cross Road, would allow for up to six units, provided other bulk regulations including setbacks, lot coverage, and height where met, as well as the required parking is provided. The Commission asked about the bulk regulations in the R-2 and R-4 zoning districts and staff detailed the requirements in each of those districts. The Commission sought clarification regarding a previous rezoning request for commercial uses and staff stated that a previous request to rezone the properties to CS Commercial Service. Staff confirmed that there was a previous request to rezone three lots to CS and ultimately only the property at 595 Cedar Cross Road was rezoned.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the request to rezone the subject property from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matthew Mulligan".

Matthew Mulligan
Zoning Advisory Commission

Attachments

TO: Zoning Advisory Commission

FROM: Shena Moon, Associate Planner

DATE: May 1, 2025

SUBJECT: To rezone property from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

INTRODUCTION

This memo provides an update on the rezoning request for the properties located at 405 and 575 Cedar Cross Road and outlines the further action requested by the City Council.

DISCUSSION

The applicants, Luke and Julie Merfeld initially submitted a request to rezone the properties at 405 and 575 Cedar Cross road from R-1 Single-Family Residential to R-4 Multiple-Family Residential. This request came before the Zoning Advisory Commission (ZAC) on March 5, 2025. At the meeting, the ZAC reviewed the request, heard public input, deliberated the request, and made recommendation to the City Council to approve the request.

The request initially went before the City Council on March 17, 2025. At that meeting, the Council voted 4-3 to approve the rezoning; however, the rezoning was again considered by the Council for a second reading on April 7, 2025. At that meeting, the Council heard public input, discussed infrastructure concerns, and considered the potential neighborhood impacts of potential density of development allowed in the requested R-4 zoning district. In light of these considerations, the Council has remanded the request back to the Zoning Advisory Commission with the recommendation to evaluate the appropriateness of alternatively rezoning the properties to R-3 Moderate Density Multiple-Family Residential.

STAFF ANALYSIS:

To rezone property from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

The subject site being rezoned is comprised of two lots totaling approximately 2.5 acres. The lots are each irregularly shaped and have frontage along Cedar Cross Road to the north. The 575 Cedar Cross Road lot also has frontage along Nightengale Lane to the east. The subject site is generally flat along Cedar Cross Road but then slopes downhill toward the southwestern corner with an overall elevation change of approximately 70 ft. The property is currently unimproved.

The subject property is surrounded by residential and commercial properties to the east and along portions of the north and south property boundaries. The area is mixed with residential uses, commercial retail and service uses, and a childcare facility nearby. The property is located along an existing commercial corridor classified as a ‘minor arterial’. The requested rezoning would be a continuation of the permitted residential uses (single-family) and would also allow for higher density residential.

The requested R-3 zoning district would allow for additional residential density beyond the existing R-1 zoning district but would also continue to allow for single-family residential development. Below is a chart showing the permitted uses in both the R-1 and R-3 zoning districts. The highlighted items are permitted in both zoning districts. The R-3 zoning district would allow for multi-family dwellings (6 units maximum), townhouses (6 units maximum), and two-family dwellings which are currently not permitted in the R-1 zoning district. A copy of the R-1 and R-3 codes sections are attached.

Principal Permitted Uses	
R-1 Zoning District	R-3 Zoning District
Single-family detached dwelling	Single-family detached dwelling
Cemetery, mausoleum, columbarium	Multi-family dwelling (maximum 6 dwelling units)
Community gardens	Townhouse (maximum 6 dwelling units)
Golf course	Two-family dwelling (duplex)
Maternity group home	Cemetery, mausoleum, columbarium
Parks, public or private, natural recreation area	Community gardens
Place of religious exercise or assembly	Golf course
Public, private or parochial school	Maternity group home
Railroad/public or quasi-public utility/substation	Parks, public or private, natural recreation area
	Place of religious exercise or assembly
	Public, private or parochial school
	Railroad/public or quasi-public utility/substation

Any proposed grading/alteration to the property, or development of more than two residential units¹ would require an approved site plan which is reviewed through the development review process known as the Development Review Team (DRT). The DRT is comprised of multiple City Departments including Engineering, Planning, Water Distribution, Fire, Police, Housing & Community Development, and Leisure Services. Development plans are reviewed by all relevant departments regarding access, parking, grading, screening, paving, park land, stormwater management, water connection, sanitary sewer connection, fire safety, and more. Staff does not expect any adverse effects on the environment as any potential impacts should be mitigated through the review processes above.

¹ Pursuant to UDC Chapter 12-3, site plan review is required for construction or expansion of any building, structure, or freestanding sign **except** single-family detached dwellings, duplexes, and townhomes of not more than two units and permitted accessory structures to a single-family dwelling or duplex.

Impact of Request on:

Utilities: Mains for city water are located in the Cedar Cross Road and Nightengale Lane rights-of-way. A main for sanitary sewer is located in the Cedar Cross Road right-of-way. The area can adequately be served by city water, however; the subject properties are located within an area of the city that may be impacted by the current sanitary sewer capacities downstream from the site. While the city is actively working to address capacity concerns, it should be noted that any proposed project would need to be evaluated to determine when connecting to sanitary sewer would be possible.

Traffic Patterns/Counts: The 2017 Iowa Department of Transportation (IDOT) traffic counts indicate an average annual daily traffic count of 9,800 vehicles along this section of Cedar Cross Road which is classified as a minor arterial. Nightengale Lane is classified as a local street and has an average annual daily traffic count of 853 vehicles according to IDOT 2017 traffic counts. Any proposed development on the subject property is anticipated to increase traffic along Cedar Cross Road and Nightengale Lane; however, further evaluation of potential traffic impacts may be required. This would be reviewed by the City's Traffic Engineer during the site plan review process.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or redeveloped.

Environment: The subject site being rezoned is comprised of two lots totaling approximately 2.5 acres. The lots are each irregularly shaped and have frontage along Cedar Cross Road to the north. The 575 Cedar Cross Road lot also has frontage along Nightengale Lane to the east. The 405 property is currently improved with a legally non-conforming detached garage and the 575 property is vacant. The subject site contains a number of mature trees and shrubs. If rezoned, any changes to the site must be reviewed through the development review process known as the Development Review Team (DRT). The DRT is comprised of multiple City Departments including Engineering, Planning, Water Distribution, Fire, Police, Housing & Community Development, and Leisure Services. Development plans are reviewed by all relevant departments regarding access, parking, grading, screening, paving, park land, stormwater management, water connection, sanitary sewer connection, fire safety, and more. Staff does not anticipate any adverse effects on the environment as any potential impact would be mitigated through the review processes above.

Adjacent Properties: The subject property is surrounded by residential and commercial properties to the east and along portions of the north and south property boundaries. The area is mixed with residential uses, commercial retail and service uses, and a childcare facility nearby. The property is located along an existing commercial corridor classified as a 'minor arterial'. The requested rezoning would be a continuation of the permitted residential uses (single-family) and may also allow for higher density residential beyond single-family.

CIP Investments: The City Engineering Department has a Capital Improvement Plan to improve Cedar Cross Road in fiscal year 2027. A right turn lane on Cedar Cross Road for turning into Nightengale Lane is expected to be a part of those improvements.

Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Future Land Use Plan identifies the lot at 405 as Single-Family Residential and the lot at 575 Cedar Cross Road as Park & Open Space. The proposed project would also help to meet the following recommendations of the Comprehensive Plan:

- Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services.
- Encourage a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home.
- Encourage new multi-family development in proximity to jobs to minimize transportation costs.

Public Input:

Public input letters attached to this memo were provided for the previous request to rezone the property to R-4 Multiple-Family Residential. Any new public input will be provided under separate cover.

RECOMMENDATION

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the proposed rezoning to the City Council in accordance with Chapter 16-9-5 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Attachments

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☒ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition Review
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 405 & 575 CEDAR CROSS ROAD
Legal Description/Parcel ID#/Subdivision: *1034101003 & *1034101005
Existing Zoning: A-1 Proposed Zoning: A-4 Site Area (square feet/acres): 405 = 15,495 sq. ft.
575 = 116,741 sq. ft.
Historic District: TOTAL ACRES 3.04 andmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

WE ARE SEEKING TO REZONE 2 PARCELS FOR MARKETABILITY PURPOSES. WE'VE HAD THIS PROP. FOR SALE AS A-1 FOR OVER 2 YRS. WITH LITTLE TO NO INTEREST, & WE ARE LOOKING TO MAKE PROP. VIABLE FOR OUTSIDE DEVELOPMENT.

C. Applicant/Agent Information

Name: MERFELD PROPERTIES Phone: 563-231-1082
Address: 10713 COTTINGHAM RD City: PEOSTA
State: IA Zip: 52068 Email: juliemerfeld23@gmail.com

D. Property Owner(s) Information

Name(s): LUKE & JULIE MERFELD Phone: 563-231-1082
Address: 10713 COTTINGHAM RD City: PEOSTA
State: IA Zip: 52068 Email: juliemerfeld23@gmail.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

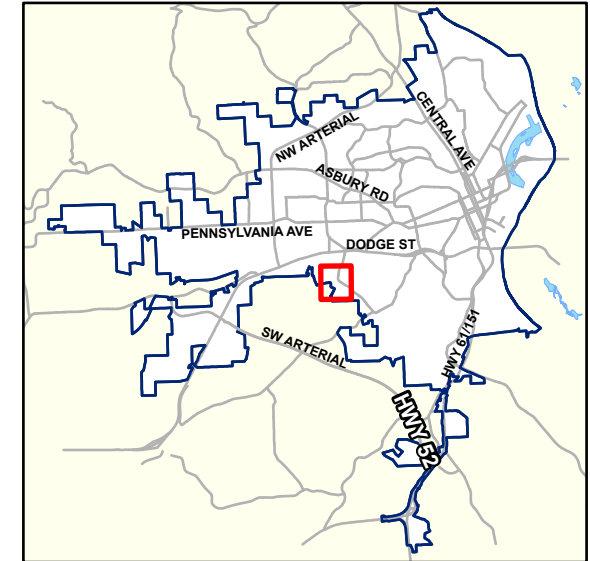
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: Julie Merfeld Date: 2-10-25
Property Owner(s): LUKE & JULIE MERFELD Date: 2-10-25

FOR OFFICE USE ONLY

Fee \$ 798 #1 - 695 Ck# ☐ CC ☐ Cash Received by Date

Vicinity Map



Applicant: Luke and Julie Merfeld, Merfeld Properties

Location: 405 and 575 Cedar Cross Road

Type: Rezoning

Description: To rezone property from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

 Subject Property

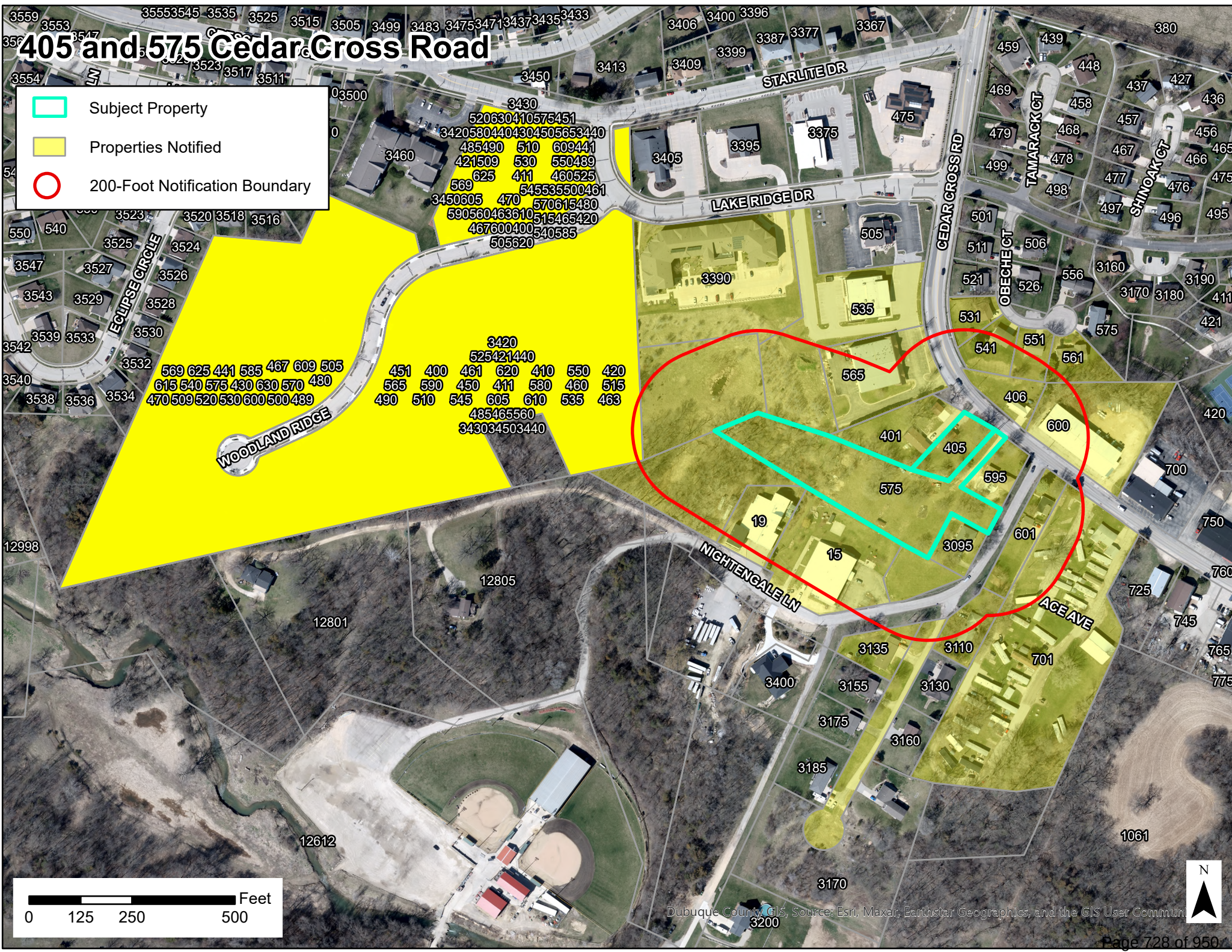
 City Limits

0 200 400 800
Feet



405 and 575 Cedar Cross Road

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



May 4, 2025

Mr. Mulligan & Zoning Members

RE: Merfeld Rezoning Request

Carol M. Maas
3095 Nightengale Lane
Dubuque, IA 52003

When we first gathered together for the Merfeld Rezoning Issue, I felt it was pushed along with no thought given to the neighborhood. Since then I have been educated and versed on the “who’s who” group of people.

I will be at the meeting on Wednesday, May 7th not to oppose this change but to remind the commission that there are established homeowners in this area. I would rather see it zoned as R-2.

Zoning guidelines are in place to protect the homeowners as well as developers. I feel the need to protect my property value not only now but for the generations that will follow me. Protecting the environment and green space are another concern.

If you are not familiar with the layout of this area I urge you to see it for yourself. The City Council listened to us, some came to see it and they were genuinely concerned. I have said this before and I will say it again “it will be comparable to putting a little village inside a residential area.”

If properly marketed the plot would make a secluded and private option for a “forever” home. I offered to purchase the lot between me and the Denlinger Office building however the asking price is not attainable for me.

I understand that sewer and water would be about 3-4 years out for this property. I have been waiting for city sewage for 46 years since we were annexed in 1979.

As a developer, contractor or planner may be I ask you please give the homeowners consideration.

Thank you for what you do for the city and its citizens.

Kindest Regards,

Carol M. Maas

cmaas309@gmail.com

563-543-1901

16-5-2: R-1 SINGLE-FAMILY RESIDENTIAL:

The R-1 district is the most restrictive residential district and is intended to protect low density residential areas from the encroachment of incompatible uses. The principal use of land in this district is for low density single-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-2-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-1 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-2-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-1 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Keeping of horses or ponies.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014)

16-5-2-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-2-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

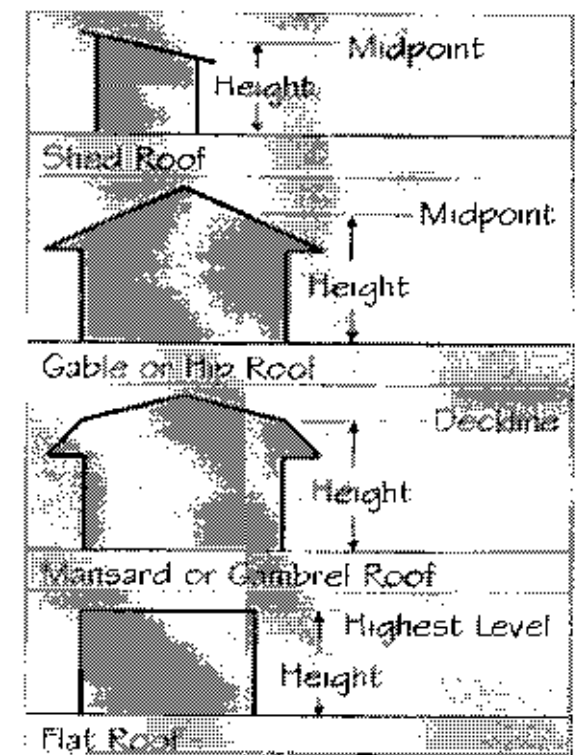
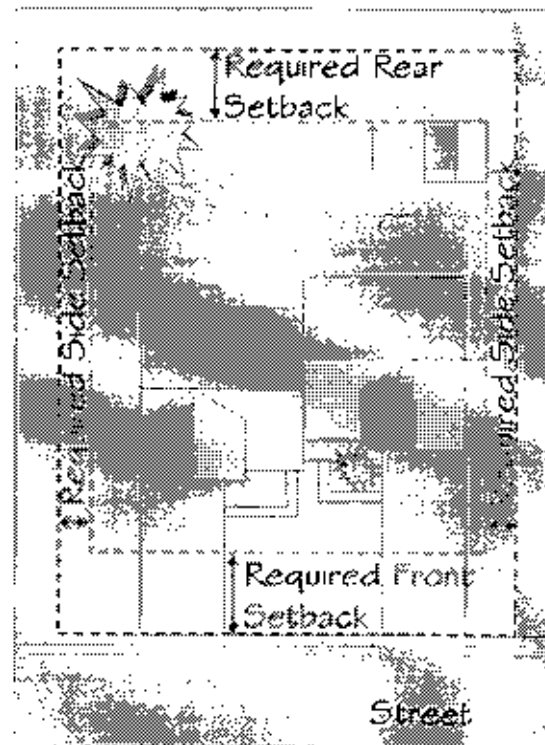
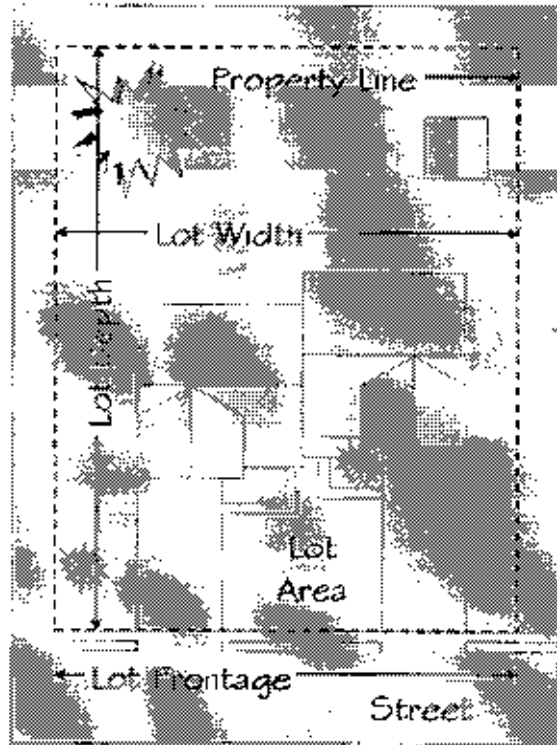
16-5-2-7: BULK REGULATIONS:

R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			

Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft. ¹
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	40%	20 ft.	-	6 ft.	20 ft.	30 ft.
Mortuary, funeral home or crematorium	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.

Notes:

1. May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.
2. See section 16-3-17 of this title for adjustment of minimum front yard setbacks.



(Ord. 52-09, 10-19-2009)

16-5-5: R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL:

The R-3 district is intended to provide locations for a variety of dwelling types ranging from single-family to low rise multi-family dwellings. The R-3 district also serves as a transition between residential and nonresidential districts. (Ord. 52-09, 10-19-2009)

16-5-5-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-3 district:

- Cemetery, mausoleum, or columbarium.
- Community gardens.
- Golf course.
- Maternity group home.
- Multi-family dwelling (maximum 6 dwelling units).
- Parks, public or private, and similar natural recreation areas.
- Place of religious exercise or assembly.
- Public, private, or parochial school approved by state of Iowa (K - 12).
- Railroad or public or quasi-public utility, including substation.
- Single-family detached dwelling.
- Townhouse (maximum 6 dwelling units).
- Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-5-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-3 district, subject to the provisions of section 16-8-5 of this title:

- Accessory dwelling unit.
- Bed and breakfast home.
- Group home.
- Hospice.
- Housing for the elderly or persons with disabilities.
- Individual zero lot line detached dwelling.
- Licensed adult day services.
- Licensed childcare center.
- Mortuary, funeral home, or crematorium.
- Nursing or convalescent home.
- Off premises residential garage.
- Off street parking.
- Rooming or boarding house.
- Tour home.
- Tourist home.
- Wind energy conversion system. (Ord. 52-09, 10-19-2009; Ord. 20-22, 5-20-2022)

16-5-5-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

- Detached garage.
- Fence.
- Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.
- Home based business.
- Keeping of hens for egg production.
- Noncommercial garden, greenhouse or nursery.
- Off street parking and storage of vehicles.
- Satellite receiving dish.
- Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).
- Sport, recreation, or outdoor cooking equipment.
- Storage building.
- Tennis court, swimming pool or similar permanent facility.
- Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-5-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-5-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-5-6: SIGNS:

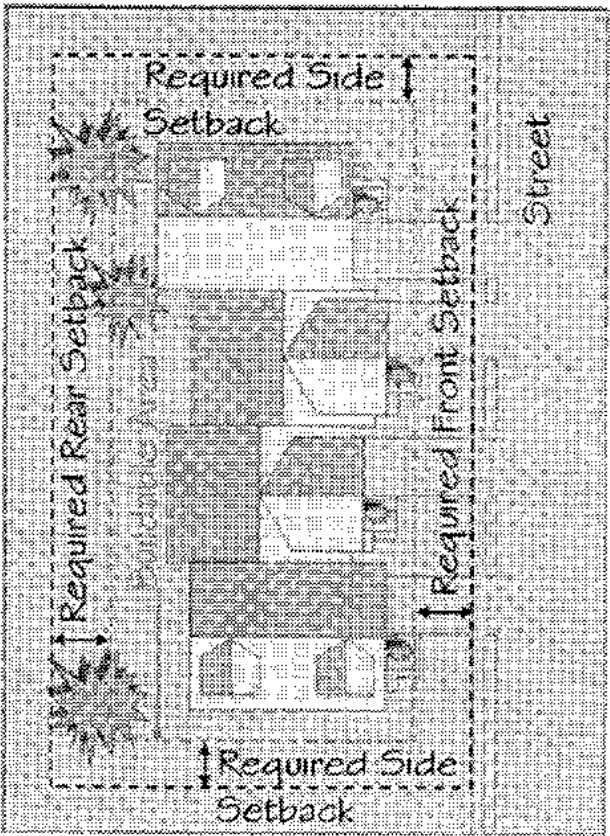
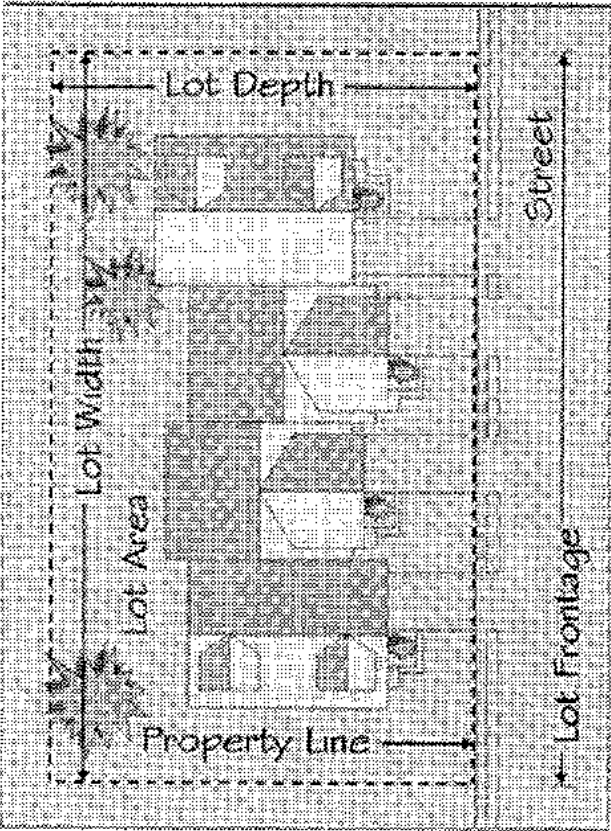
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-5-7: BULK REGULATIONS:

R-3 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
R-3 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
Permitted uses:								
Multi-family dwelling (6 du maximum)	2,000 sq. ft./du	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	30 ft.
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft. ¹
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Townhouse (6 du maximum)	1,600 sq. ft./du	16 ft./du	40%	20 ft.	-	4/0 ft.	20/0 ft.	30 ft.
Two-family dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	4 ft.	20 ft.	30 ft.
Group home	5,000 sq. ft.	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	30 ft.
Hospice	5,000 sq. ft.	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	30 ft.
Housing for the elderly or disabled	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.
Individual zero lot line dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	10/0 ft.	20 ft.	30 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	40 ft.
Mortuary, funeral home or crematorium	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.
Nursing or convalescent home	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.
Off premises residential garage	-	-	-	20 ft.	-	4 ft.	6 ft.	15 ft.
Rooming or boarding house	5,000 sq. ft.	50 ft.	40%	20 ft.	-	4 ft.	20 ft.	30 ft.

Notes:

- May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.
- See section 16-3-17 of this title for adjustment of minimum front yard setbacks.



(Ord. 52-09, 10-19-2009)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breitsfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 405 CEDAR CROSS ROAD AND 595 CEDAR CROSS ROAD FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from R-1 Single-Family Residential District to R-3 Moderate Density Multi-Family Residential District, to wit:

Lot 2-2 Mineral Lot 219, Lot 2-2-1-2-1-1-2 Mineral Lot 220, and Lot 2-1-1-1-2-3 Mineral Lot 219 to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

Property Address: 405 and 575 Cedar Cross Road

Property Owner: Luke and Julie Merfeld

Applicant: Merfeld Properties, LLC

Description: To rezone property from R-1 Single-Family Residential to R-4 Multi-Family Residential zoning district.

Proposed Land Use: Residential

Proposed Zoning: R-4

Existing Land Use: Vacant property

Existing Zoning: R-1

Adjacent Land Use:

North – Residential/Commercial
 East – Residential/Commercial
 South – Residential/Commercial
 West – Residential/Commercial

Adjacent Zoning:

North – PR/PC/CS
 East – CS/R-1
 South – R-1/CS
 West – R-1/PC

Former Zoning:

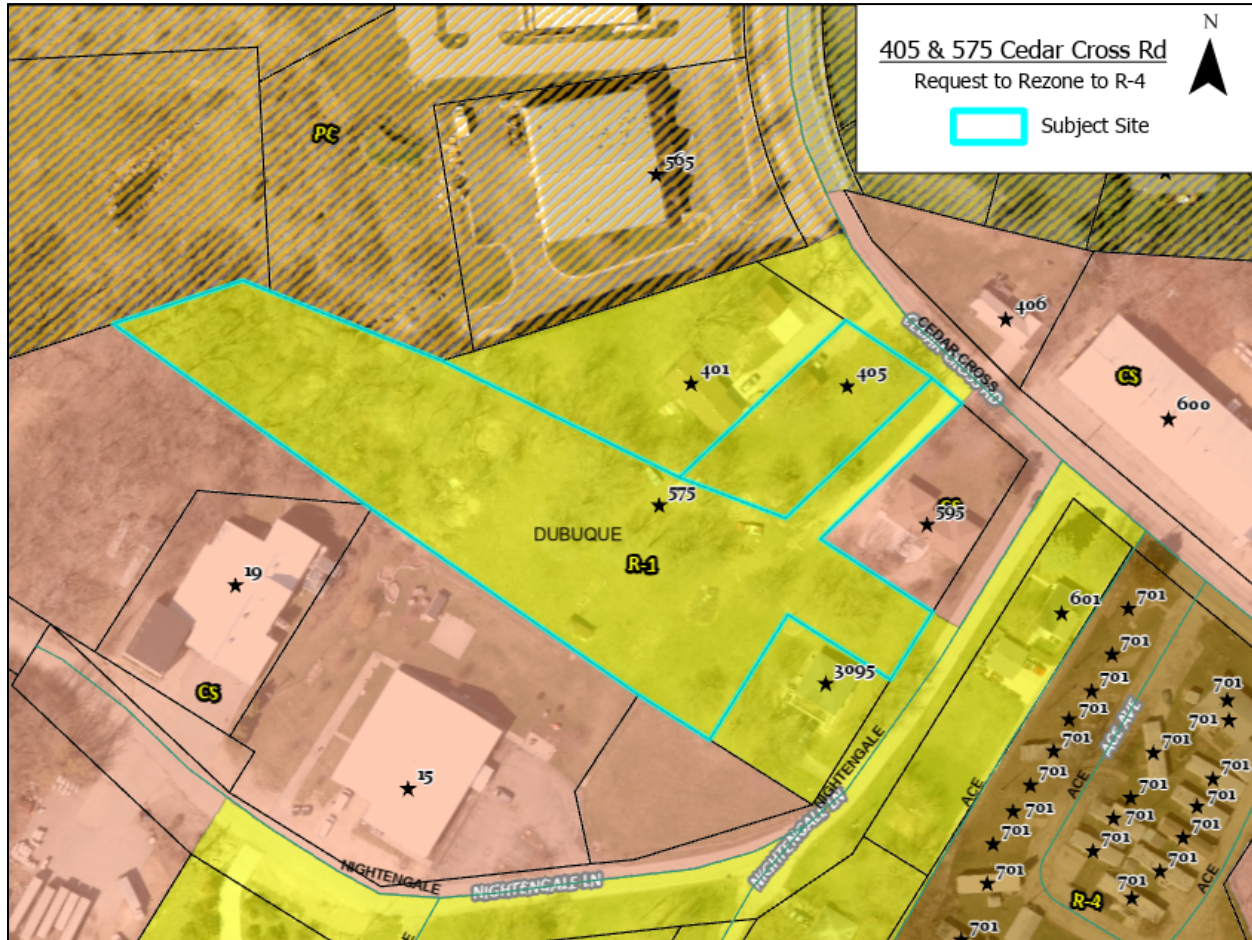
1985 – R-1 Residential
 1975 – R-2 Residential

Total Area: .35 acres (405 Cedar Cross Rd)
 2.14 acres (575 Cedar Cross Rd)

Property History: The subject site has historically been zoned for residential use. The 405 Cedar Cross Road property contains a legally non-conforming garage, and the 575 Cedar Cross Road property is currently vacant.

Physical Characteristics: The subject site being rezoned is comprised of two lots totaling approximately 2.5 acres. The lots are each irregularly shaped and have frontage along Cedar Cross Road to the north. The 575 Cedar Cross Road lot also has frontage along Nightengale Lane to the east. The property is generally flat along Cedar Cross Road but then slopes downhill toward the southwestern corner with an overall elevation change of approximately 70 ft. The subject site is largely unimproved, with the exception of a legally non-conforming garage on the 405 Cedar Cross Road property.

Site image provided on the following page.



Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Future Land Use Plan identifies the lot at 405 as Single-Family Residential and the lot at 575 Cedar Cross Road as Park & Open Space. The proposed project would also help to meet the following recommendations of the Comprehensive Plan:

- Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services.
- Encourage a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home.
- Encourage new multi-family development in proximity to jobs to minimize transportation costs.

Impact of Request on:

Utilities: The area is adequately served by both city water and sanitary sewer. Mains for water are in the Cedar Cross Road and Nightengale Lane rights-of-way. A main for

sanitary sewer runs in the Cedar Cross Road right-of-way.

Traffic Patterns/Counts: The 2017 Iowa Department of Transportation (IDOT) traffic counts indicate an average annual daily traffic count of 9,800 vehicles along this section of Cedar Cross Road which is classified as a minor arterial. Nightengale Lane is classified as a local street and has an average annual daily traffic count of 853 vehicles according to IDOT 2017 traffic counts. Any proposed development on the subject property is anticipated to increase traffic along Cedar Cross Road and Nightengale Lane; however, further evaluation of potential traffic impacts may be required. This would be reviewed by the City's Traffic Engineer during the site plan review process.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or redeveloped.

Environment: The subject site being rezoned is comprised of two lots totaling approximately 2.5 acres. The lots are each irregularly shaped and have frontage along Cedar Cross Road to the north. The 575 Cedar Cross Road lot also has frontage along Nightengale Lane to the east. The 405 property is currently improved with a legally non-conforming detached garage and the 575 property is vacant. The subject site contains a number of mature trees and shrubs. If rezoned, any changes to the site must be reviewed through the development review process known as the Development Review Team (DRT). The DRT is comprised of multiple City Departments including Engineering, Planning, Water Distribution, Fire, Police, Housing & Community Development, and Leisure Services. Development plans are reviewed by all relevant departments regarding access, parking, grading, screening, paving, park land, stormwater management, water connection, sanitary sewer connection, fire safety, and more. Staff does not anticipate any adverse effects on the environment as any potential impact would be mitigated through the review processes above.

Adjacent Properties: The subject property is surrounded by residential and commercial properties to the east and along portions of the north and south property boundaries. The area is mixed with residential uses, commercial retail and service uses, and a childcare facility nearby. The property is located along an existing commercial corridor classified as a 'minor arterial'. The requested rezoning would be a continuation of the permitted residential uses (single-family) and would also allow for higher density residential.

CIP Investments: The City Engineering Department has a Capital Improvement Plan to improve Cedar Cross Road in fiscal year 2027. A right turn lane on Cedar Cross Road for turning into Nightengale Lane is expected to be a part of those improvements.

Staff Analysis: To rezone property from R-1 Single-Family Residential to R-4 Multi Family Residential zoning district.

The subject site being rezoned is comprised of two lots totaling approximately 2.5 acres. The lots are each irregularly shaped and have frontage along Cedar Cross Road to the north. The 575 Cedar Cross Road lot also has frontage along Nightengale Lane to the east. The subject site is generally flat along Cedar Cross Road but then slopes downhill toward the southwestern corner with an overall elevation change of approximately 70 ft. The property is currently unimproved.

The subject property is surrounded by residential and commercial properties to the east and along portions of the north and south property boundaries. The area is mixed with residential uses, commercial retail and service uses, and a childcare facility nearby. The property is located along an existing commercial corridor classified as a 'minor arterial'. The requested rezoning would be a continuation of the permitted residential uses (single-family) and would also allow for higher density residential.

The requested R-4 zoning district would allow for additional residential density beyond the existing R-1 zoning district but would also continue to allow for single-family residential development. Below is a chart showing the permitted uses in both the R-1 and R-4 zoning districts. The highlighted items are permitted in both zoning districts. The R-4 zoning district would allow for multi-family dwellings (3-12 units maximum), townhouses (3-12 units maximum), and two-family dwellings which are currently not permitted in the R-1 zoning district. A copy of the R-1 and R-4 codes sections are attached.

Principal Permitted Uses	
R-1 Zoning District	R-4 Zoning District
Single-family detached dwelling	Single-family detached dwelling
Cemetery, mausoleum, columbarium	Multi-family dwelling (3 to 12 units per building)
Community gardens	Townhouse (3 to 12 units laterally attached)
Golf course	Two-family dwelling (duplex)
Maternity group home	Cemetery, mausoleum, columbarium
Parks, public or private, natural recreation area	Community gardens
Place of religious exercise or assembly	Golf course
Public, private or parochial school	Maternity group home
Railroad/public or quasi-public utility/substation	Parks, public or private, natural recreation area
	Place of religious exercise or assembly
	Public, private or parochial school
	Railroad/public or quasi-public utility/substation

Any proposed grading/alteration to the property, or development of more than two residential units¹ would require an approved site plan which is reviewed through the

¹ Pursuant to UDC Chapter 12-3, site plan review is required for construction or expansion of any building, structure, or freestanding sign **except** single-family detached dwellings, duplexes, and

development review process known as the Development Review Team (DRT). The DRT is comprised of multiple City Departments including Engineering, Planning, Water Distribution, Fire, Police, Housing & Community Development, and Leisure Services. Development plans are reviewed by all relevant departments regarding access, parking, grading, screening, paving, park land, stormwater management, water connection, sanitary sewer connection, fire safety, and more. Staff does not expect any adverse effects on the environment as any potential impacts should be mitigated through the review processes above.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the proposed rezoning to the City Council in accordance with Chapter 16-9-5 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by: _____



Date: 2/26/2025

townhomes of not more than two units and permitted accessory structures to a single-family dwelling or duplex.

This public input was provided for original request
to rezone to R-4 Multiple-Family Residential.

Carol M. Maas
3095 Nightengale Lane
Dubuque, Iowa 52003

February 25, 2025

Zoning Advisory Commission Members,

RE: Merfeld Properties zoning request

With regards to the rezoning request presented to you tonight. My property is one of two properties zoned R-1 in the midst of the rezoning request, which is also R-1.

I have been in contact with Luke & Julie. We exchanged thoughts of what each of our goals is at this point in time.

I do want to let all parties involved know that I want to remain in my home as long as I can. I have taken advantage of programs offered by the City to enable me to do just that...*remain in my home*.

Going forward at this point, I ask that you keep my property in mind. A change makes me think of water runoff, privacy, soil erosion etc.

Regards,

Carol M Maas

Home: 563-543-1901
Cell: 563-543-1901
cmaas309@gmail.com

Renee Blossch

From: SLS NOTES <609ziggy@gmail.com>
Sent: Sunday, March 2, 2025 3:31 PM
To: Planning
Subject: Merfeld Properties

Caution! This message was sent from outside your organization. Never give your login information and password over email!

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To Whom This May Concern:

I live at 609 Woodland Ridge, Dubuque, IA 52003, in Turnberry Condominiums. I cannot attend the meeting on Wednesday, March 5th, at 6 p.m.

First, I want to know if a CURRENT TRAFFIC STUDY was done. I am very much opposed to the rezoning because the traffic on Cedar Cross is already a huge problem, which will only add to it. I vote NOT to change the existing zoning.

Sheila Trapp

--

Worry is a conversation you have with yourself about things you cannot change.

Prayer is a conversation you have with God about things HE can change.

Renee Blossch

From: Clark Payne <cpayne3503@aol.com>
Sent: Saturday, March 1, 2025 11:53 AM
To: Planning
Subject: Merfeld Properties rezone request

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Zoning Advisory Commision City of Dubuque

Application from Merfeld Properties to rezone from R-1 to R-4 property 405 & 575 Cedar Cross Road.

Request that the Zoning Advisory Commision **deny Merfeld Properties application** to change rezoning from R-1 to R-4.

Reasons for denial:

- 1) Cedar Cross Road, as a "Corridor" Street, is not designed nor in condition to handle additional traffic loads. City engineers have agreed that Cedar Cross Road needs to be upgraded under current volumes.
- 2) Adding multi-family residential (apartments) units will increase traffic congestion and noise to an area that is primarily a residential (R-1 zoning) neighborhood.
- 3) Property developed by AJ Spiegel (re-sold), several blocks north of the Merfeld property, on Cedar Cross Road was changed from light commercial to Multi-family Residential zoning for an anticipated addition of approximately 180 apartment units. This will also add to the concerned issues sighted above in items 1 and 2.

We respectfully ask that the Dubuque ZAC deny the Merfeld zoning request that will impact our residential neighborhood.

Clark and Sharon Payne
470 Woodland Ridge
Dubuque, IA 52003

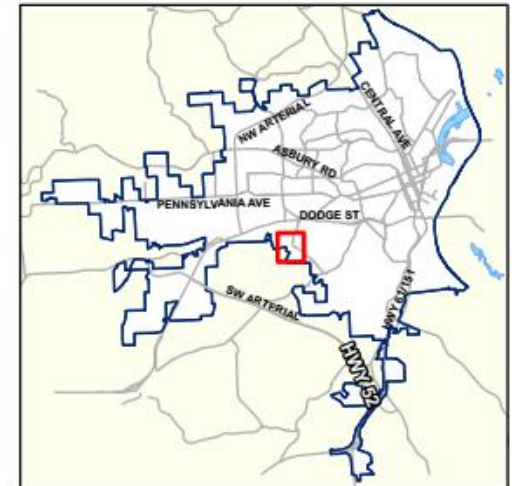
405 and 575 Cedar Cross Road

*Request to rezone from R-1 Single-Family
Residential to a R-3 Moderate Density
Residential zoning district.*

Staff Presentation to City Council
May 19, 2025



Vicinity Map



Applicant: Luke and Julie Merfeld, Merfeld Properties

Location: 405 and 575 Cedar Cross Road

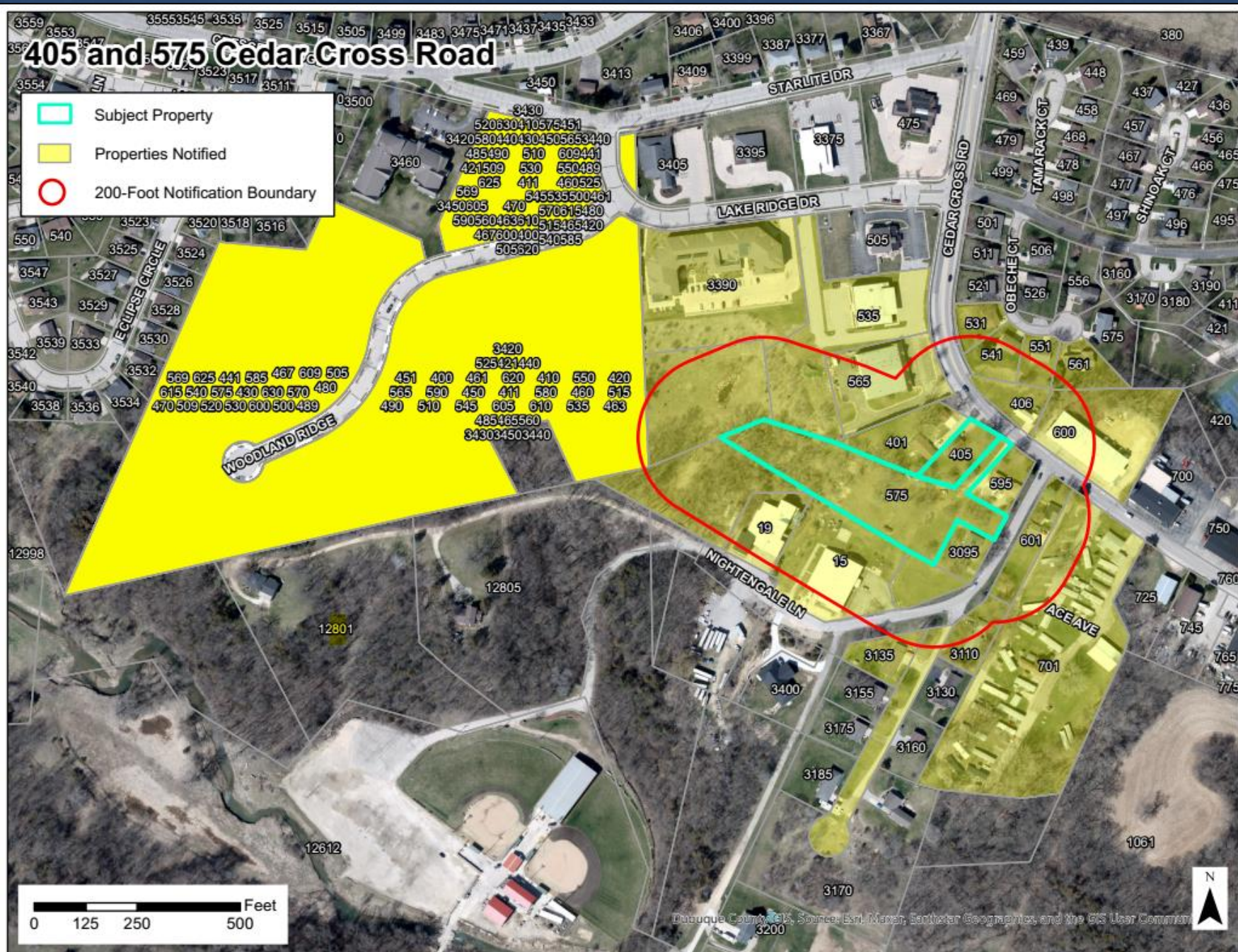
Type: Rezoning

Description: To rezone property from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.



1:5,000

 Subject Property
 Properties Notified
 200-Foot Notification Boundary



Project Site

- **Property & Zoning History:**
 - 405 Cedar Cross Rd – Improved with a detached garage
 - 575 Cedar Cross Rd – Undeveloped, vacant lot
 - Properties have historically been zoned for residential uses (R-1 & R-2)
- **Project Site:**
 - Two lots totaling 2.5 acres
 - Each lot has frontage along Cedar Cross Road
 - 575 Cedar Cross has frontage along Nightengale Road
 - Site is generally flat along Cedar Cross Road but slopes downhill toward the southwest corner with elevation change of a ~70 ft.
- **Adjacent Land Use:**
 - North – Residential/Commercial
 - East – Residential/Commercial
 - South – Residential/Commercial
 - West – Residential/Commercial
 - Denlinger Herrig Insurance, Dubuque Sports Complex, ABC Learning childcare, Artic Glacier Premier Ice, Ace Mobile Home Park, various commercial buildings/uses along Cedar Cross Road, and residential uses to the south and southeast.

Impact of Request on:

■ Utilities:

- Mains for city water are located in the Cedar Cross Road and Nightengale Lane rights-of-way. A main for sanitary sewer is located in the Cedar Cross Road right-of-way. The area can adequately be served by city water, however; the subject properties are located within an area of the city that may be impacted by the current sanitary sewer capacities downstream from the site. While the city is actively working to address capacity concerns, it should be noted that any proposed project would need to be evaluated to determine when connecting to sanitary sewer would be possible.

■ Public Services:

- Public Services are adequate to serve the project.

■ Environment:

- Property is largely unimproved, contains mature trees and shrubs
- Site Plan review would be required by the City's Development Review Team (DRT) for grading/alteration of the property or development of more than two residential units.* (*Single-family detached dwellings, duplexes, and townhomes of not more than two units are exempt from site plan review.)

■ Adjacent Properties:

- Single-family residence to the north, east, and southeast
- Commercial uses to the south, west, and northwest.

■ Traffic Patterns/Counts:

- Cedar Cross Rd (minor arterial) – 9,800 AADT count
- Nightengale Lane (local street) – 853 AADT count
- Traffic analysis or study may be required for any proposed development.

■ Capital Improvement Investments:

- Plan to improve Cedar Cross Road in fiscal year 2027 – right turn lane to Nightengale Ln

R-1 vs R-3 Permitted Uses

Principal Permitted Uses	
R-1 Zoning District	R-3 Zoning District
Single-family detached dwelling	Single-family detached dwelling
Cemetery, mausoleum, columbarium	Multi-family dwelling (maximum 6 dwelling units)
Community gardens	Townhouse (maximum 6 dwelling units)
Golf course	Two-family dwelling (duplex)
Maternity group home	Cemetery, mausoleum, columbarium
Parks, public or private, natural recreation area	Community gardens
Place of religious exercise or assembly	Golf course
Public, private or parochial school	Maternity group home
Railroad/public or quasi-public utility/substation	Parks, public or private, natural recreation area
	Place of religious exercise or assembly
	Public, private or parochial school
	Railroad/public or quasi-public utility/substation

Public Input

- Public Input provided by R-3 Zoning Request:
 - Carol Mass – 3095 Nightengale Lane
 - Sandy Ronek (3160 Nightengale Rd) – Called on 5/7/2025 and expressed verbal concerns regarding increased traffic along Nightengale Lane as well as along Cedar Cross Road, especially considering the traffic already along these roadways as a result of the sports fields, adjacent day care use, and existing traffic congestion along Cedar Cross Road.

Zoning Advisory Commission Recommendation

By a vote of 4 to 0, the Commission recommends that the City Council approve the rezoning of 405 and 575 Cedar Cross from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential.

A simple majority vote is needed for City Council to approve the rezoning of the property.

QUESTIONS?

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, May 19, 2025 2:18 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #223503] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	223503
Date/Time	5/19/2025 2:18 PM
Type	Contact City Council
Address	NIGHTENGALE LN, Dubuque
Origin	Website
Comments	I will be attending the meeting this evening about the rezoning request from the Merfeld's. I do have several questions. At this point I will not be speaking publicly as I am not prepared. Will the entrance to these properties still be on Cedar Cross Road as it is now? Also I am asking the Merfeld's to please be transparent with the two homeowners involved. Outside of this issue I have questions about the last planning & zoning meeting at which the Merfeld's requested the change. When I looked at the photo on line to watch the meeting (I did attend this meeting) I was taken back by the friendly interaction between Luke & Mr. Mulligan the second time that Mr. Mulligan called Luke for a second series of questions. Their interactions appeared to be consensual In my mind (from what I witnessed) I have to ask "are the concerns of the homeowners really given an serious thought" considering their occupation?

Thank you for making time to read my concerns.

Regards,
Carol M. Maas
3095 Nightengale Lane
Dubuque, Iowa 52003
cmaas309@gmail.com
563-543-1901

Submitter Maas, Carol M
3095 Nightengale Lane
Dubuque, IA 52003
563-543-1901
cmaas309@gmail.com

[View in QAlert](#)

Dubuque, IA

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Request to Rezone Radford Road

SUMMARY: Proof of publication on notice of public hearing to consider a request from Yaroslav (Slavik) Nakonechnyy to rezone property located at Radford Road (PIN 1029251016) from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation, and Zoning Advisory Commission recommending approval.
ORDINANCE Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Reclassifying Hereinafter Described Property From PUD Planned Unit Development District With PI Planned Industrial Designation To PUD Planned Unit Development District With PR Planned Residential Designation And Adopting A Conceptual Development Plan

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Memo to CC
2. Application - Radford Rd REZ - Slavik
3. Conceptual Development Plan - Radford Rd
4. Vicinity Map
5. Picto Imagery
6. Staff Report - Radford Rd PUD
7. PUD Ordinance
8. PUD Ordinance Exhibit A - Conceptual Development Plan - Radford Rd
9. Staff Presentation to City Council PPT

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



May 12, 2025

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Yaroslav (Slavik) Nakonechnyy
Location: Radford Road, PIN 1029251016
Description: To rezone property from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Tom Larsen, Buesing & Associates, 1212 Locust Street, spoke on behalf of the applicant. He explained that they are requesting to rezone to a Planned Unit Development with PR-Planned Residential (PUD-PR) in order to construct four 18-plex apartment buildings. He noted there are apartments to the north and that the development would be phased to help with sanitary sewer issues. He noted that stormwater detention would be provided on site.

Staff detailed the staff report noting that PUDs require a conceptual development plan, and the proposed plan is for four (4) 18-unit multi-family residential buildings totaling seventy-two (72) units. Staff noted that the plan exceeds the requirement of 1.5 parking spaces per dwelling unit for multi-family residences and that the Iowa DOT considers this portion of Radford Road a local street and that it is adequate for any additional traffic that would be generated. Staff described the past zoning of the property noting that it has been zoned PUD-PI since 1980, and this new PUD would be similar to the apartment complex to the north. He clarified that sidewalks would be required, and the project would add workforce housing to the area.

Staff also noted that the subject site would be affected by the currently sanitary sewer capacity challenges that the city is working to actively resolve. Staff stated that the applicant has been made aware of this during the conceptual plan review with the Development Review Team and that the applicant will need to continue working with the City Engineering Department regarding the matter.

There was no public input.

Commissioners discussed the proposal, finding it appropriate.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

Respectfully submitted,



Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☒ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition Review
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: Radford Rd. (south of 1690 Radford Rd. and north of 1500 Radford Rd.)

Legal Description/Parcel ID#/Subdivision: Lot 1 Dubuque Industrial Center 15th Add. (1029251016)

Existing Zoning: PI Proposed Zoning: PR Site Area (square feet/acres): 7.656 ac.

Historic District: _____ Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Rezone to be able to put up apartment complex and parking as shown on the Conceptual Development Plan.

C. Applicant/Agent Information

Name: Yaroslav (Slavik) Nakonechnyy Phone: (563) 564-3603

Address: 17248 Castlemaine Lane City: Dubuque

State: IA Zip: 52001 Email: nakoconst@gmail.com

D. Property Owner(s) Information

Name(s): Horsfield Company Inc. (c/o Matt Horsfield) Phone: (563) 590-4470

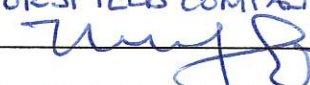
Address: 505 E Main St. City: Epworth

State: IA Zip: 52045 Email: matth@horsfieldinc.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

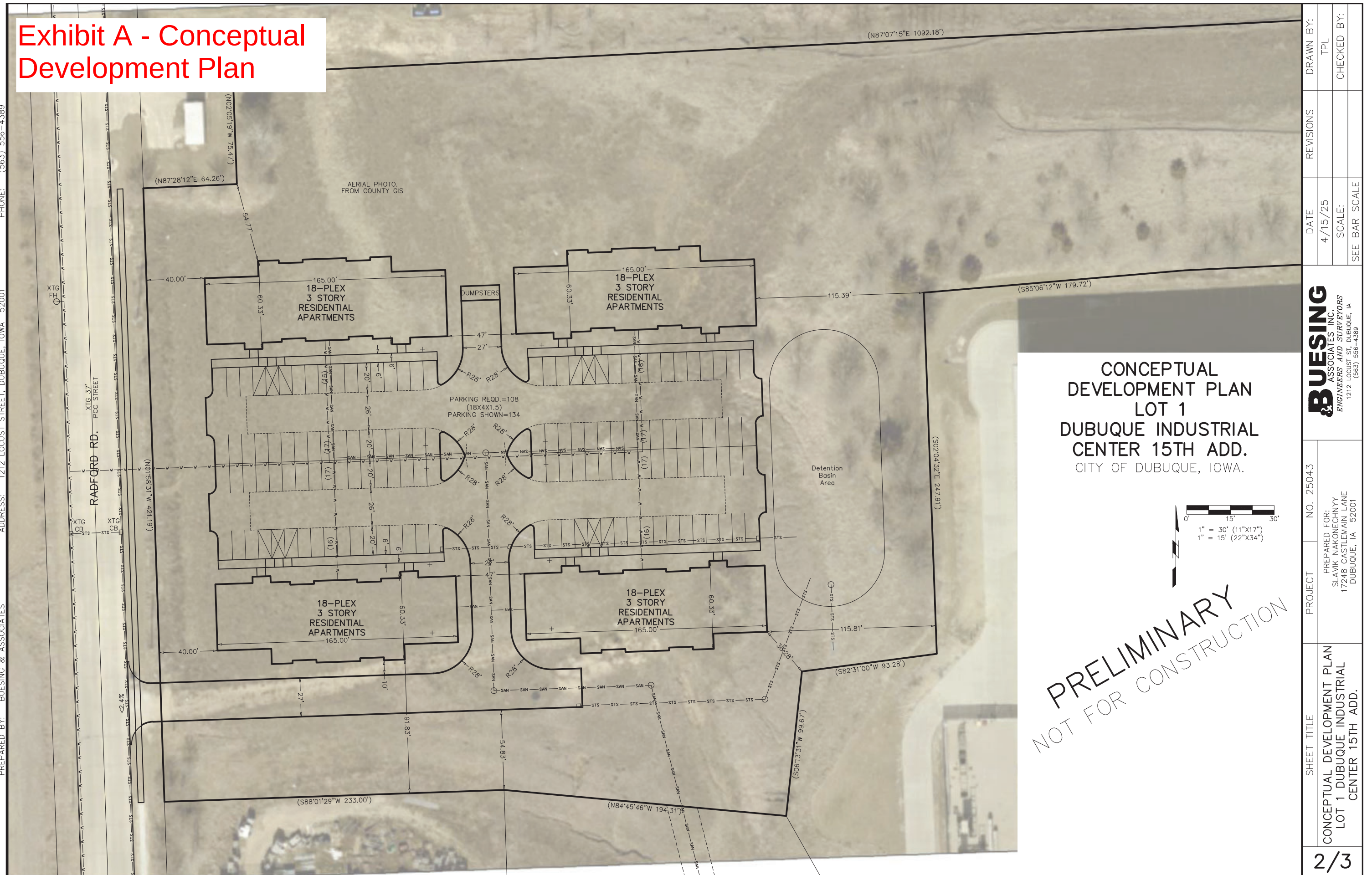
Applicant/Agent:  Date: 4/21/25

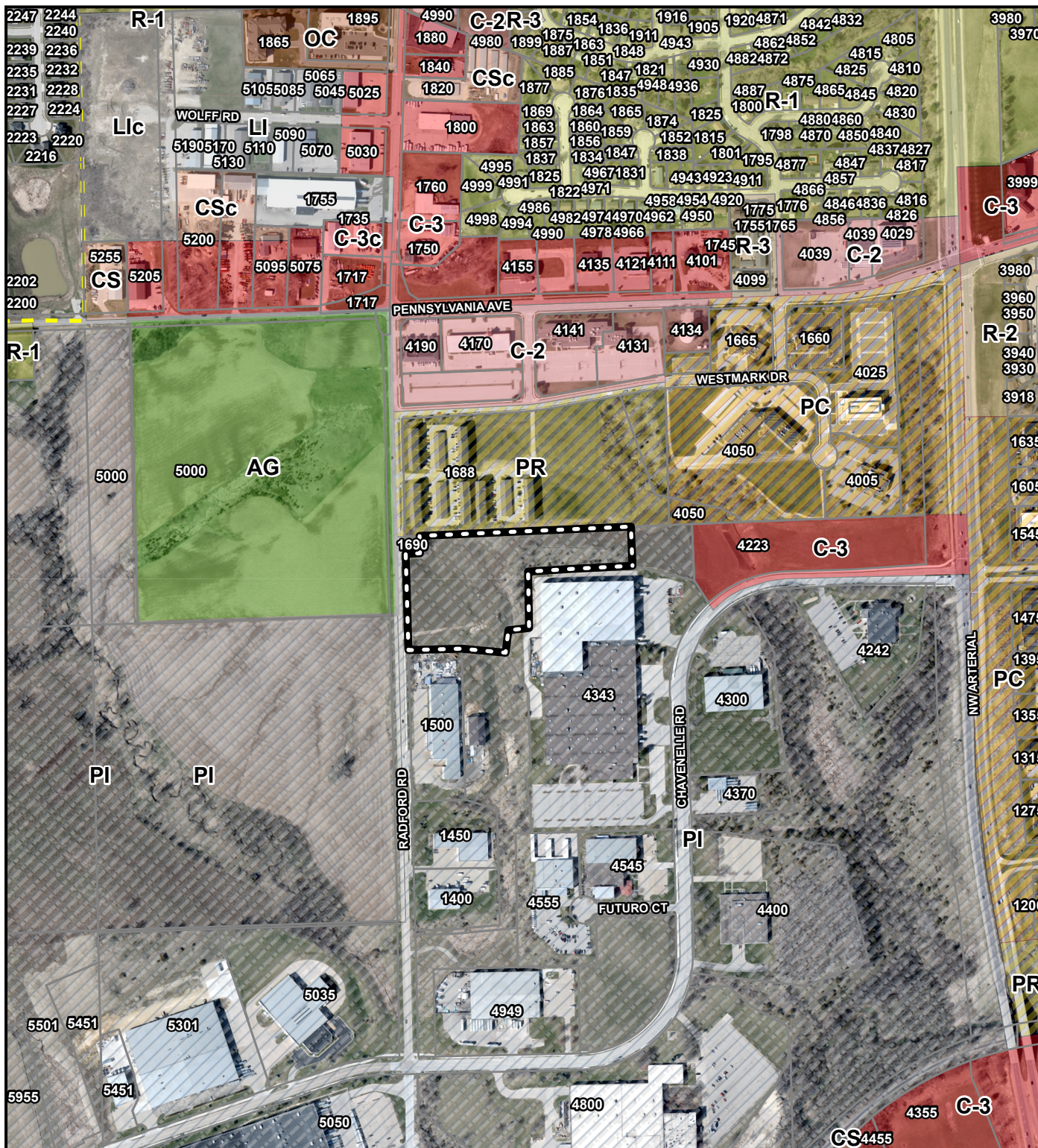
Property Owner(s): HORSFIELD COMPANY, INC BY  Date: 4/21/25

FOR OFFICE USE ONLY

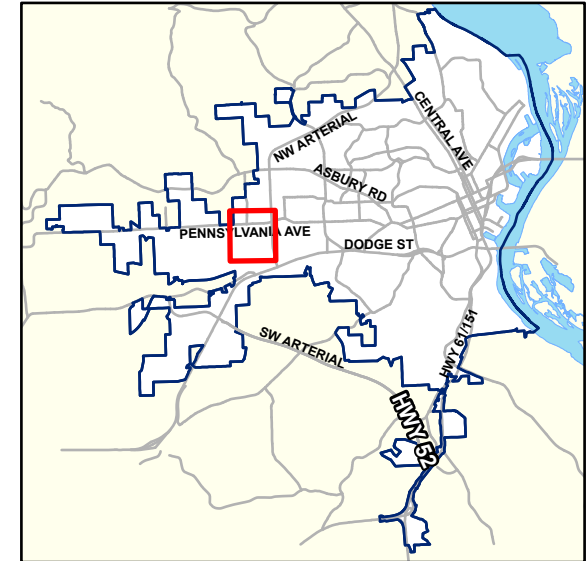
Fee \$ 914 Ck# 1294 ☐ CC ☐ Cash Received by Travis/ Matt Date 4-22-25

Exhibit A - Conceptual Development Plan





Vicinity Map

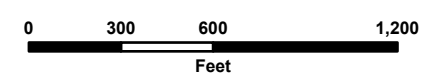
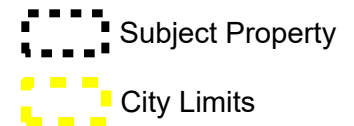


Applicant: Yaroslav (Slavik) Nakonechnyy

Location: Radford Road, PIN 1029251016

Type: Rezoning

Description: To rezone property from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation.





Property Address: Radford Road Rd (PIN 1029251016)

Property Owner: HORSFIELD COMPANY INC

Applicant: Yaroslav (Slavik) Nakonechnyy

Description: To rezone property from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation.

Proposed Land Use: Residential

Proposed Zoning: PR

Existing Land Use: Vacant property

Existing Zoning: PI

Adjacent Land Use:

North – Residential
 East – Industrial
 South – Industrial
 West – Agricultural

Adjacent Zoning:

North – PR
 East – PI
 South – PI
 West – AG/PI

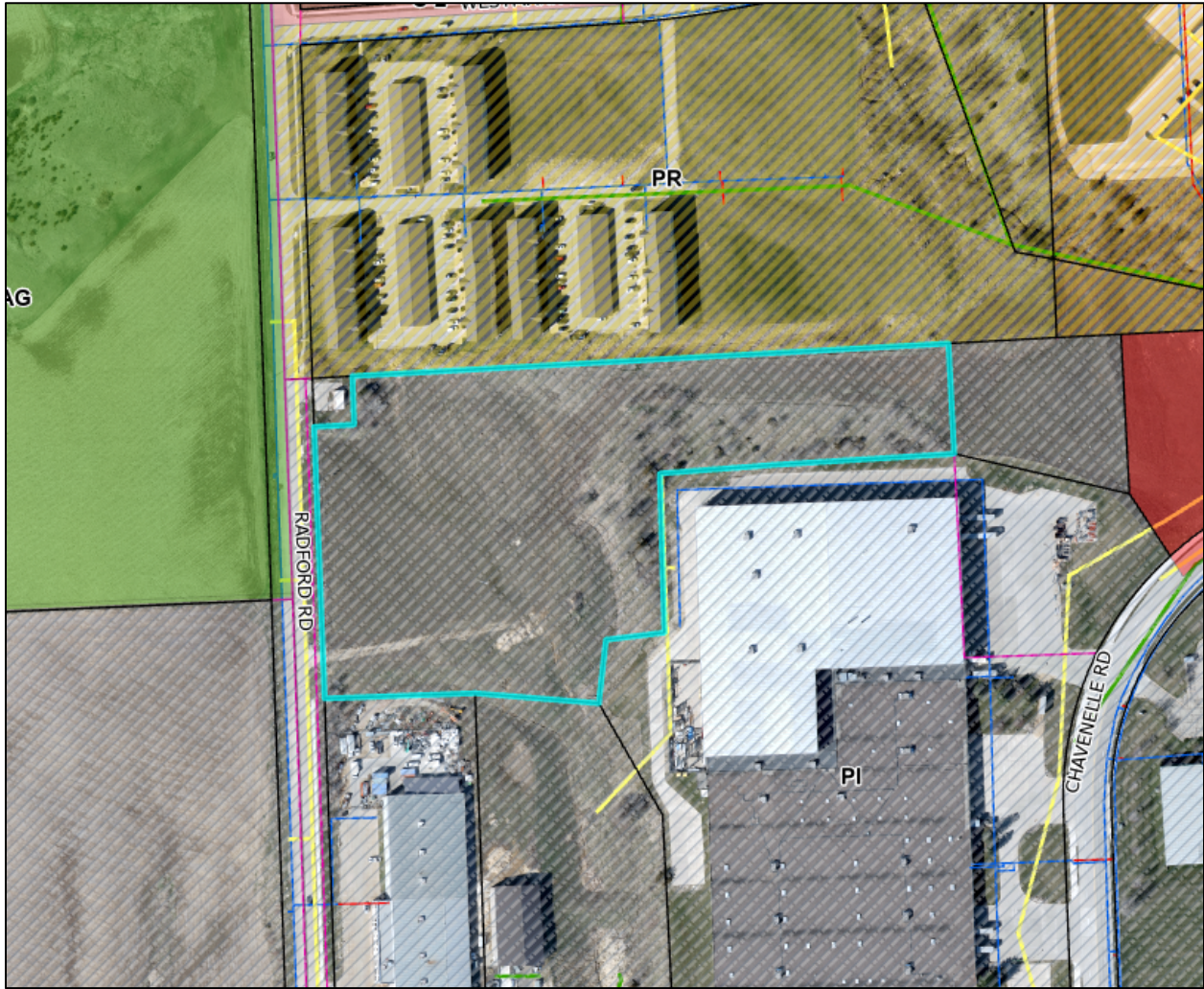
Former Zoning: Pre-1979 – County
 1979 – Annexed
 1980 – PUD PI Designation
 1985 – PUD PI Designation
 2022 – PUD PI Designation

Total Area: 7.68 acres / 334,494 square feet

Property History: The subject property was annexed in 1979 and has been zoned for industrial uses since 1980. The most recent modification of the current Planned Industrial district was in 2022 to accommodate development on the neighboring property. It has not been developed to date.

Physical Characteristics: The property is comprised of one parcel of approximately 7.5 acres. The property has frontage along Radford Road. The site slopes down approximately 40' from the northwest corner to the southwest corner, for a slope of approximately -6%. The topography of the site does limit the location of development on the site. The property is currently unimproved.

Zoning map on the following page.



Zoning of subject property and surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and multi-family development. The proposed project would also help to meet the following recommendations of the Comprehensive Plan:

- Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services.
- Encourage a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home.
- Encourage new multi-family development in proximity to jobs to minimize transportation costs.

Impact of Request on:

Utilities: The area is served by both city water and sanitary sewer. The water main is

in the Radford Road right-of-way. The sanitary sewer is located both north and south of the site; however, the city has determined that there is a lack of downstream sewer capacity at this time. The City is actively working to address the capacity issues; however, allowing sanitary sewer flows from the proposed project would not be possible for some time. Consequently, if the property were to be developed prior to the resolution of the capacity concerns, the applicant would need to explore alternative solutions to handle sanitary sewer. The applicant has been made aware of this matter during a conceptual review with the Development Review Team on April 3, 2025 and is aware they should continue to work with the City Engineering Department regarding this matter.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) classifies this portion of Radford Road as 'Local'. The traffic counts here are from 2017, and they indicate an average annual daily traffic count of 3,920 vehicles.

Due to the scale of the project, a traffic analysis will be required to be submitted and reviewed by the City Engineering Department. City Engineering staff utilize State Urban Design and Standards (SUDAS) to mitigate impact on traffic traveling along City streets. The review will be done as part of the Development Review Team and Site Plan Review Process.

Per the attached conceptual development plan, the development would provide 132 total parking stalls, which exceeds the 1.5 spaces per unit (108 total spaces) required for multi-family properties.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or developed.

Environment: The subject site is an approximately 7.5-acre irregularly shaped lot with frontage along Radford Road. The site is currently unimproved. Due to the topography of the site, development is restricted to a portion of the subject lot. Per the Unified Development Code, the proposed development would be required to provide new trees and shrubs as part of their landscaping plan for the site. Furthermore, the project would be required to undergo a Site Plan review through the development review process prior to any improvements on the property, which would address appropriate site development standards. That process ensures that adequate storm water management measures are implemented during all phases of development. It is not anticipated that the requested rezoning, or the proposed development, would have a negative impact on the environment.

Adjacent Properties: The subject property is bordered to the north by multi-family residential uses, to the south and east by Industrial uses, and the west by agricultural uses. This property is on the northernmost portion of the industrial district and would add to the workforce housing in the area and provide additional patrons to west end commercial uses. The project should benefit the area generally.

CIP Investments: None proposed.

Staff Analysis: The applicant proposes to rezone the subject site to Planned Unit Development with a PR-Planned Residential designation in order to construct four (4) multi-family residential buildings totaling 72 units. The development includes an access road, surface parking stalls, a stormwater detention basin, and open space. Planned Unit Developments are intended to encourage flexible and innovative design in the development of appropriate sites and at the same time, reduce to a minimum, the impact of the development on the surrounding neighborhood.

The subject property was annexed in 1979 and has been zoned for industrial uses since 1980. The most recent modification of the current Planned Industrial district was in 2022 to accommodate development on the neighboring property. The subject property is vacant.

The property is comprised of one parcel of approximately 7.5 acres. The property has frontage along Radford Road. The site slopes down approximately 40' from the northwest corner to the southwest corner, for a slope of approximately -6%. The topography of the site does limit the location of development on the site.

The proposed Conceptual Development Plan includes four (4) three-story, multi-family residential buildings each containing 18 units, totaling 72 units in all. The development includes 132 surface stalls, including 8 ADA stalls. This exceeds the UDC requirement for multi-family properties of 1.5 stalls per unit, which equates to 108 stalls in this case.

The City's Future Land Use Map identifies the subject site as Parks and Open Space. It should be noted that nearly all vacant properties at the time of adoption of the Future Land Use Map were identified as such. The Comprehensive Plan goals promote infill and multi-family development generally, and the proposed project would address the following:

- Encourage a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home.
- Encourage new multi-family development in proximity to jobs to minimize transportation costs.
- The City Council has also identified the construction of new housing as a goal.

The subject property is bordered to the north by multi-family residential uses, to the south and east by Industrial uses, and the west by agricultural uses. This property is on the northernmost portion of the industrial district and would add to the amount of workforce housing in the area and provide additional patrons to commercial establishments. The project should benefit the area generally.

The Iowa Department of Transportation (IDOT) classifies this portion of Radford Road as 'Local'. The traffic counts here are from 2017, and they indicate an average annual daily traffic count of 3,920 vehicles.

Due to the scale of the project, a traffic analysis will be required to be submitted and reviewed by the City Engineering Department. City Engineering staff utilize State Urban Design and Standards (SUDAS) to mitigate impact on traffic traveling along City streets. The area is served by both city water and sanitary sewer. The water main is in the Radford Road right-of-way. The sanitary sewer is located both north and south of the site; however, the city has determined that there is a lack of downstream sewer capacity at this time. The City is actively working to address the capacity issues; however, allowing sanitary sewer flows from the proposed project would not be possible for some time. Consequently, if the property were to be developed prior to the resolution of the capacity concerns, the applicant would need to explore alternative solutions to handle sanitary sewer. The applicant has been made aware of this matter during a conceptual review with the Development Review Team on April 3, 2025 and is aware they should continue to work with the City Engineering Department regarding this matter. Review will be done as part of the Development Review Team and Site Plan Review Process.

Prior to any development taking place on the property, the applicant would be required to obtain an approved Site Plan through the development review process. Site plans are reviewed by all relevant City departments regarding development standards such as access, parking, screening, paving, stormwater management, water connections, sanitary sewer capacity and connection, and fire safety. Potential effects on the environment would be reviewed and mitigated through appropriate site design and development. The applicant would also be required to obtain the necessary permits through the Inspection & Construction Services Department prior to any work commencing on the property.

If approved, the development would be bound by the proposed Conceptual Plan.

Staff recommend the Zoning Advisory Commission review the criteria established in Chapter 9 of the Unified Development Code regarding granting a rezoning and make a recommendation to City Council.

Prepared by:  Reviewed by:  Date: 5/01/2025

Prepared by: Wally Wernimont, City Planner Address: City Hall - 50 W. 13th Street Telephone: 589-4210
Return to: Adrienne Breifelder, City Clerk Address: City Hall- 50 W. 13th Street Telephone: 589-4121

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY FROM PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH PI PLANNED INDUSTRIAL DESIGNATION TO PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH PR PLANNED RESIDENTIAL DESIGNATION AND ADOPTING A CONCEPTUAL DEVELOPMENT PLAN.

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from PUD Planned Unit Development District with a PI Planned Industrial Designation to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is attached to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 1 Dubuque Industrial Center 15th Addition, all in the City of Dubuque, Iowa, according to the respective recorded Plats thereof.

A. Use Regulations.

The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to four (4) three-story multi-family residential buildings totaling 72 units.

2. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations.

Development of land in the PR Planned Residential District shall be regulated as follows:

1. Buildings setbacks shall be located in substantial conformance with the approved conceptual development plan.
2. Maximum building height of 50 feet shall be allowed in this Planned Residential District.
3. Unless otherwise indicated, the development of the property in this Planned Residential District shall be regulated by Section 16-5-5 of the Unified Development Code, R-4 Multi-Family Residential District.

C. Performance Standards

The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

1. Parking Regulations

- a. Off-street parking shall be a minimum of 1.5 spaces per unit.
- b. All vehicle-related features shall be surfaced with either asphalt or concrete.
- c. Curbing and proper surface drainage of storm water shall be provided.
- d. All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.
- e. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-3 Site Development Regulations. The location and quantity of parking spaces shall be governed by the Conceptual Development Plan.
- f. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to

the local, state, or federal requirements in effect at the time of development.

2. Site Lighting

- a. Exterior illumination of site features shall be limited to the illumination of the following:
 - i. Parking areas, driveways, and loading facilities.
 - ii. Pedestrian walkway surfaces and entrances to building.
 - iii. Building exterior.
- b. Location and Design
 - i. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
 - ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
 - iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
 - iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

3. Landscaping

Landscaping shall be provided in compliance with Section 13-4 Landscaping and Screening Requirements of the Unified Development Code.

4. Storm Water Management

The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.

5. Exterior Trash Collection Areas

- a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.
- b. All exterior trash collection areas and the material contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall, or other feature not exceeding a height of 10 feet measured from the ground level outside the line of the screen. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.

6. Open Space

Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Article 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.

7. Platting

Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.

8. Site Plans

Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.

D. Sign Regulations

1. Signs in the Planned Residential District shall be regulated in accordance with the R-4 Multi-Family Residential Zoning District

sign regulations, Section 16-15-11.1 of the Unified Development Code.

2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

E. Other Codes and Regulations

1. Service Lines. All electric, telephone, cable, or other similar utility lines serving the building and other site features shall be located underground.
2. The use of semi-trailers and shipping containers for storage is prohibited.
3. These regulations do not relieve the owner from other applicable city, county, state, or federal codes, regulations, laws, and other controls relative to the planning, construction, operation and management of property within the City of Dubuque.

F. Transfer of Ownership

Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

G. Modifications

Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

H. Occupancy Permits

No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.

I. Recording

A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

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

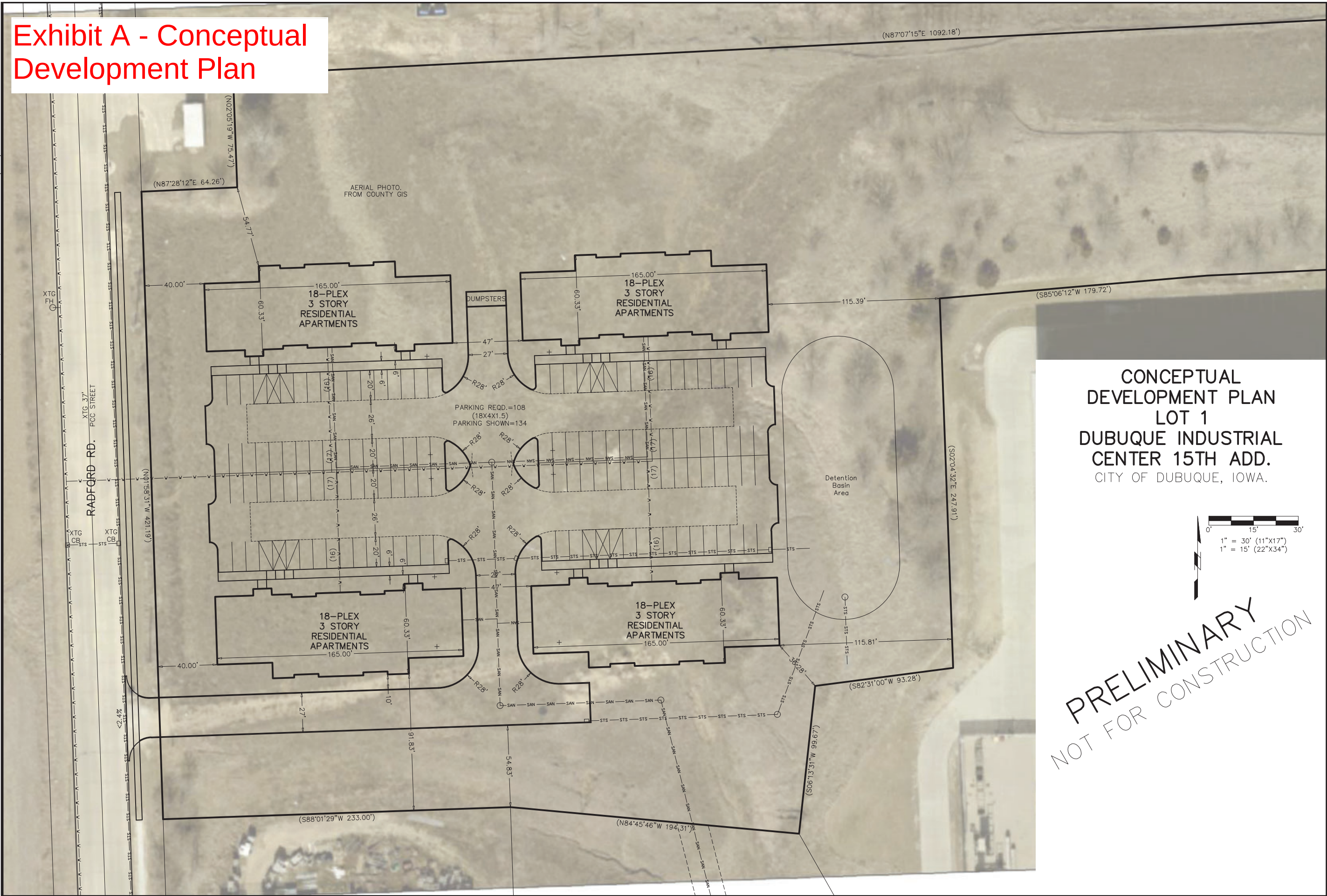
Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

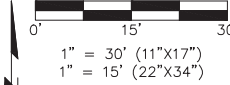
Exhibit A - Conceptual Development Plan

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389



PRELIMINARY
NOT FOR CONSTRUCTION

CONCEPTUAL
DEVELOPMENT PLAN
LOT 1
DUBUQUE INDUSTRIAL
CENTER 15TH ADD.
CITY OF DUBUQUE, IOWA.

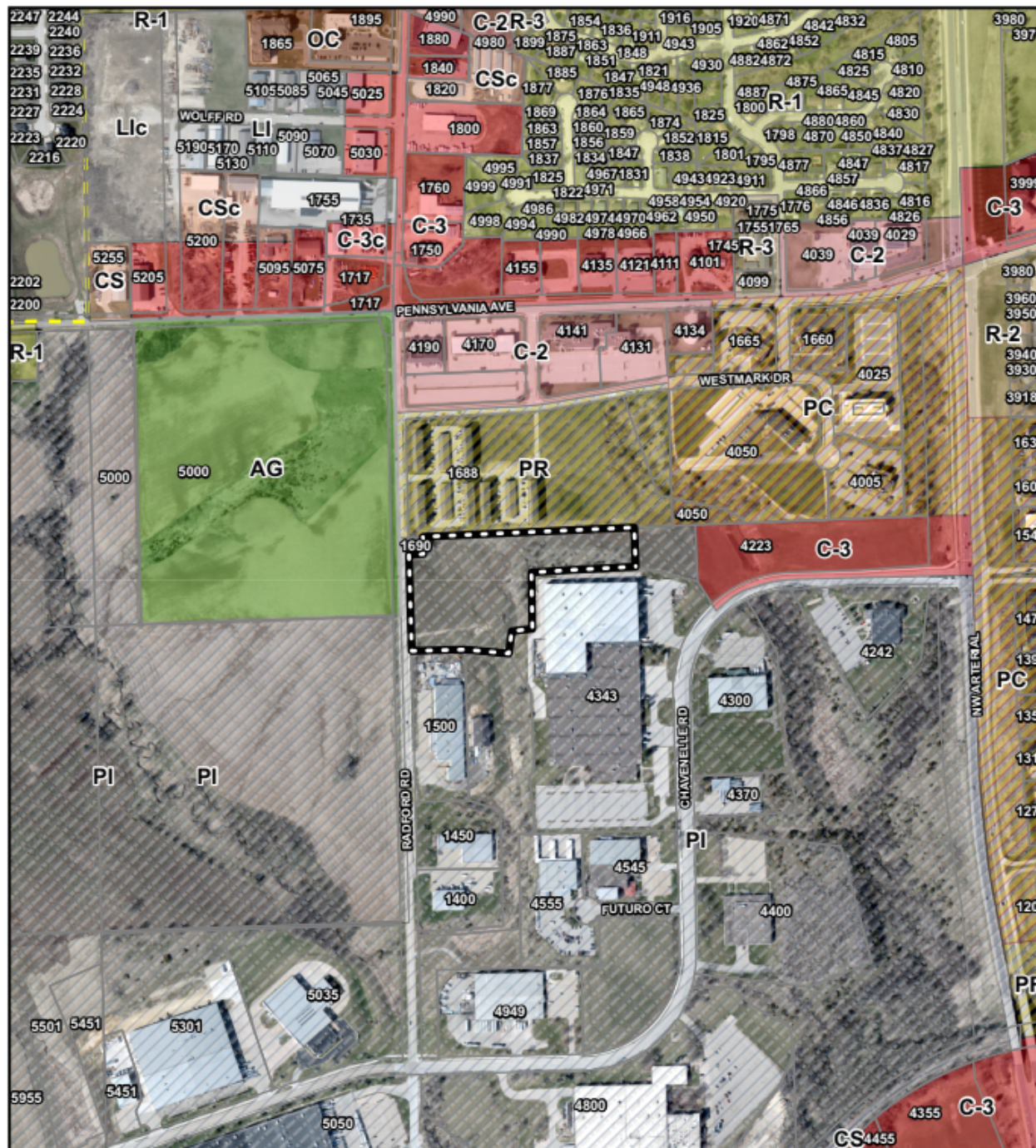


SHEET TITLE	PROJECT	NO. 25043	DATE			REVISIONS			DRAWN BY:		
			4/15/25			SCALE:			TPL		
CONCEPTUAL DEVELOPMENT PLAN LOT 1 DUBUQUE INDUSTRIAL CENTER 15TH ADD.	PREPARED FOR: SLAVIK NAKONECHNY 17248 CASTLEMAIN LANE DUBUQUE, IA 52001					SEE BAR SCALE			CHECKED BY:		
2/3											

Radford Road (PIN 1029251016)

Request to rezone from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation.

Staff Presentation to City Council
May 19, 2025



Vicinity Map

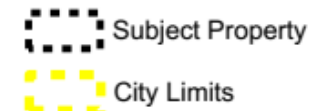


Applicant: Yaroslav (Slavik) Nakonechnyy

Location: Radford Road, PIN 1029251016

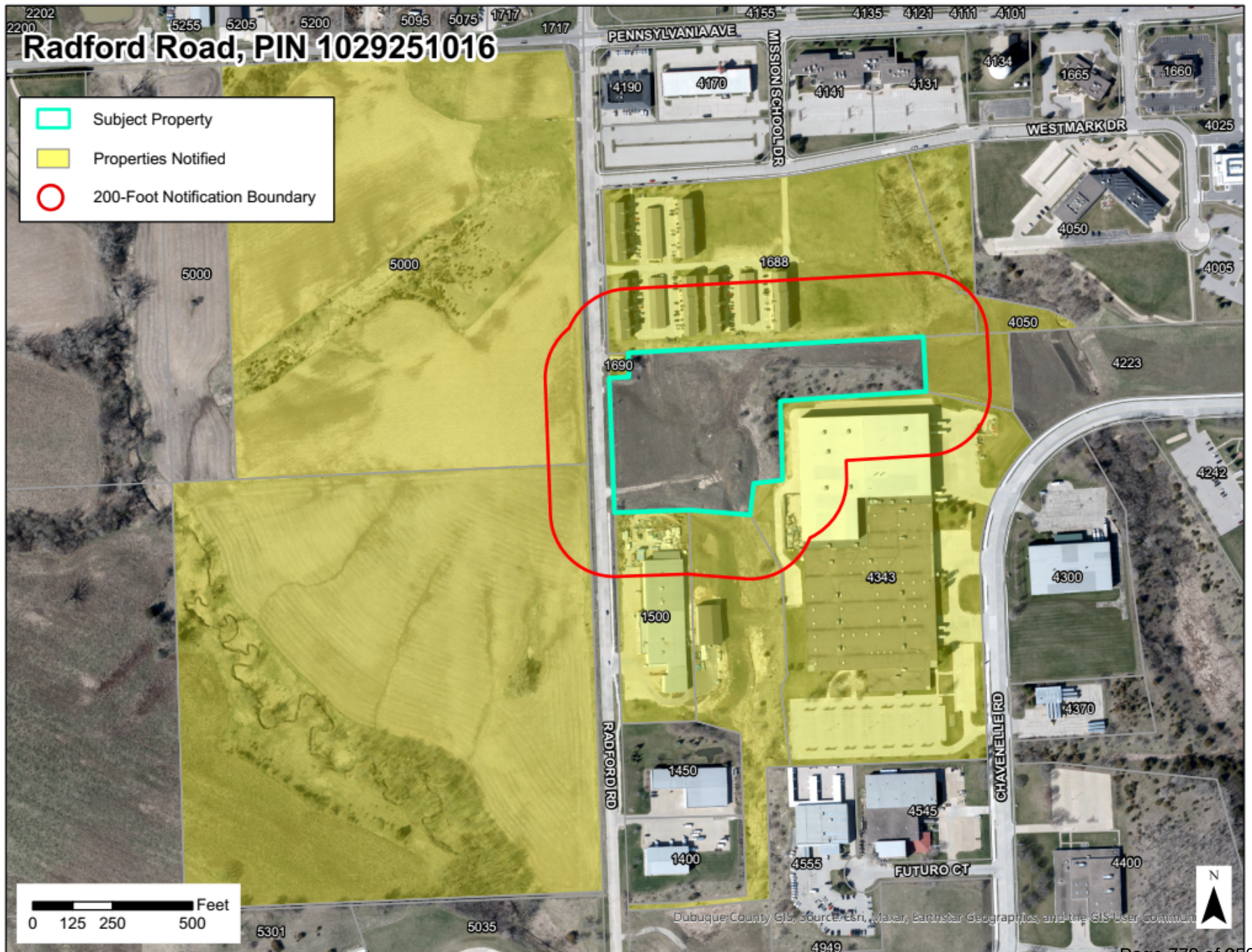
Type: Rezoning

Description: To rezone property from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation.



Radford Road, PIN 1029251016

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



Project Site

- **Property & Zoning History:**

- Pre-1979 – County
- 1980 – PUD – PI
- 2022 – Current PUD - PI

- **Project Site:**

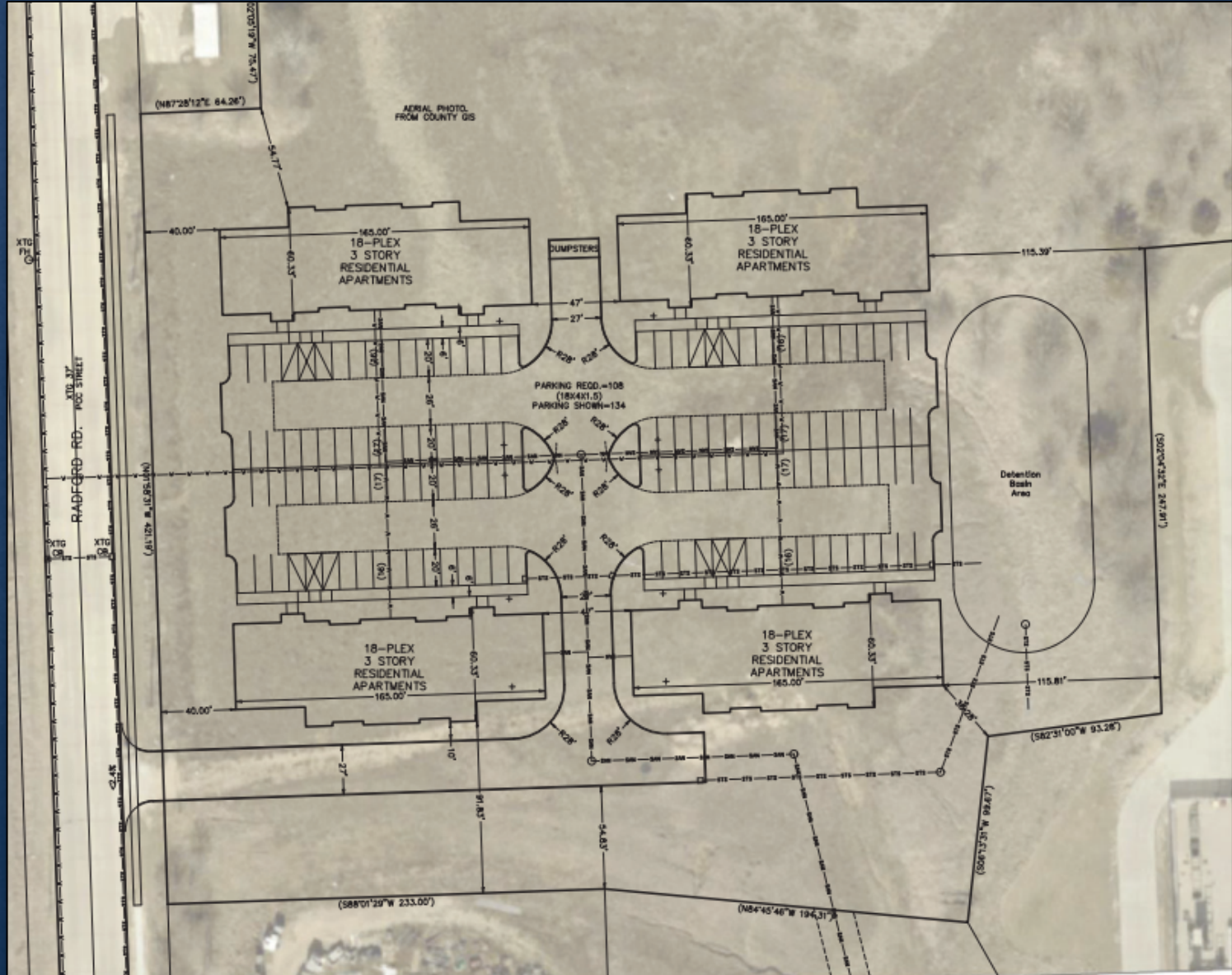
- ~7.5 acres – currently undeveloped.
- Frontage along Radford Road
- Sloping topography from NW corner to SE corner (-6% slope).

- **Adjacent Land Use:**

- North – Residential
- East – Industrial
- South – Industrial
- West – Agricultural



Proposed Project



Impact of Request on:

■ Utilities:

- The area is served by both city water and sanitary sewer. The water main is in the Radford Road right-of-way. The sanitary sewer is located both north and south of the site. As noted in the staff report, the developer has been informed of the timing sanitary sewer improvements.

■ Public Services:

- Public Services are adequate to serve the project.

■ Environment:

- Property is currently unimproved.
- Site Plan review would be required by the City's Development Review Team (DRT) which would include stormwater management, erosion and sediment (ESC) control permit and a stormwater pollution prevention plan (SWPPP).
- Planting of trees, shrubs, landscaping buffer yard and landscaping islands are also required as part of the site plan review process.

■ Traffic Patterns/Counts:

- 132 proposed parking spaces on site (exceed 1.5 space/unit requirement (108))
- This portion of Radford Road (Local Street) – 3,920 AADT count (2017)
- A traffic impact analysis will be required as part of the Development Review and Site Plan Review Process. It will be reviewed by the Engineering Department.

■ Comprehensive Plan Recommendations:

- Encourage a mix of housing affordable for all segments of population.
- Encourage new multi-family residential development in proximity to jobs.

Public Input

- No public input has been received.
- All property owners within 200 feet of the property were notified of the rezoning.



Zoning Advisory Commission Recommendation

By a vote of 4 to 0, the Commission recommends that the City Council approve the rezoning.

A simple majority vote is needed for City Council to approve the rezoning of the property.

QUESTIONS?

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Conducting a Public Hearing for the Jule's-Iowa Department of Transportation Consolidated Funding Application

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the resolution approving The Jule's IDOT Consolidated Funding application as submitted, and City Manager recommending approval.

RESOLUTION Authorizing Resolution: Approval Of Consolidated Funding Application To Iowa DOT

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

ATTACHMENTS:

1. MVM Memo
2. 2026_Memo Conducting a Public Hearing
3. 2026_Authorizing_Resolution-Consolidated_Funding

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

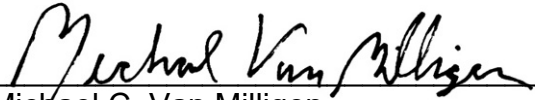
SUBJECT: Conducting a Public Hearing for the Jule's-Iowa Department of Transportation Consolidated Funding

DATE: May 13, 2025

Director of Transportation Services Ryan Knuckey is recommending City Council adopt the resolution approving The Jule's IDOT Consolidated Funding application as submitted.

To receive the state operating and maintenance allocations for fiscal year 2026 (FY26), The Jule is required to submit a Consolidated Funding Application. This annual application requires that, along with other documents, a Certificate of Cost Allocation Plan, and an Authorizing Resolution be submitted. The Jule, as the public transit agency operated by the City of Dubuque, receives a portion of its annual operating funds from the IDOT/Office of Public Transit (OPT) and/or Federal Transit Administration (FTA). The timely submittal of the Consolidated Funding Application is critical to ensuring the release of funds.

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
Ryan Knuckey, Director of Transportation Services

TO: Mike Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services

SUBJECT: Conducting a Public Hearing for the Jule's-Iowa Department of Transportation Consolidated Funding

DATE: April 7, 2025

PURPOSE

This memorandum requests the City Council conduct a public hearing to adopt the attached resolution approving the annual Jule Consolidated Funding Application to the Iowa Department of Transportation (IDOT).

BACKGROUND

To receive the state operating and maintenance allocations for fiscal year 2026 (FY26), The Jule is required to submit a Consolidated Funding Application. This annual application requires that, along with other documents, a Certificate of Cost Allocation Plan, and an Authorizing Resolution be submitted. The Jule, as the public transit agency operated by the City of Dubuque, receives a portion of its annual operating funds from the IDOT/Office of Public Transit (OPT) and/or Federal Transit Administration (FTA). The timely submittal of the Consolidated Funding Application is critical to ensuring the release of funds.

DISCUSSION

By signing the Authorizing Resolution, City Council states that it (1) authorizes Ryan Knuckey, Director of Transportation Services, to apply for The Jule's annual operating and maintenance allocations from IDOT and (2) has sufficient non-federal funds or sufficient in-kind match to provide local match.

BUDGET IMPACTS

The following funding/revenue amounts are budgeted and will be received if the Consolidated Funding Application and required documentation are submitted.

The State Operating Allocation and 5310 funding is determined by combining annual fixed-route and paratransit service ridership, revenue miles and operating expenses, which is weighted along with locally generated revenue/financial support. The total population of each city or region is portioned as

a percentage of Iowa's total population, which is weighted to a percentage of formula funding. The Jule's share of funding for FY26 is 2.067%.

In FY26, the IDOT/OPT has projected that The Jule's State Operating Allocation will be \$399,858 and the Section 5310 formula allocation will be \$93,467 for a projected total of \$493,325 in FY26 allocated funding.

RECOMMENDATION/ACTION STEP

It is recommended that the City Council conduct a public hearing to adopt the resolution approving The Jule's IDOT Consolidated Funding application as submitted.

cc:

attachment

RESOLUTION NO. -25

AUTHORIZING RESOLUTION: APPROVAL OF CONSOLIDATED FUNDING APPLICATION TO IOWA DOT

Whereas, the City of Dubuque provides fixed-route and paratransit services for the citizens of Dubuque; and

Whereas, the Iowa Department of Transportation (IDOT) is a pass-through funding entity for federal capital and operating funds; and

Whereas, the City of Dubuque has historically applied through the IDOT for these funds; and

Whereas, pursuant to published notice, a public hearing was held on the proposed approval of the consolidated funding application on May 19, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, the City Council finds that the applying for the funds to be beneficial to the continued provision of transit service for the citizens of Dubuque.

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

Section 1. The City Council of the City of Dubuque, Iowa hereby endorses the application to the IDOT, which includes a City match.

Section 2. The IDOT application will include requests and mandatory certifications by the City of Dubuque as follows:

From the State Transit Assistance Program:
2.067% of formula funds
Total: \$399,858

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and persons with disabilities:
\$93,467

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that the City of Dubuque/The Jule has sufficient non-federal funds or sufficient in-kind match to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this contract.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve system cash flow.

Section 3. That Ryan Knuckey, Director of Transportation Services, is authorized on behalf of the City Council, to apply for financial assistance and to enter into related contract(s) with the IDOT.

Passed, adopted and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE: Fiscal Year 2025 First Budget Amendment

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the first Fiscal Year 2025 Budget Amendment, which amends the Fiscal Year 2025 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support for, and City Manager recommending approval.
RESOLUTION Amending The Current Budget For Fiscal Year Ending June 2025

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

ATTACHMENTS:

1. MVM Memo Amend#1-24 MVM memo Hearing 2025-05-12
2. Amend#1-25 Public Hearing_Staff Memo 2025-05-12
3. 25 Amend#1 AdoptionNotice
4. Council Detail 2025 Amendment 1
5. FY25 #1 PublicHearingNotice

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fiscal Year 2025 First Budget Amendment

DATE: May 12, 2025

Chief Financial Officer Jennifer Larson is recommending approval of the first Fiscal Year 2025 Budget Amendment, which amends the Fiscal Year 2025 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support for. Second, the amendment includes Fiscal Year 2024 budget carryovers to Fiscal Year 2025 of encumbrances totaling \$40,731,920, capital projects totaling \$130,820,883 that were not completed during the prior Fiscal Year, and associated revenues totaling \$74,735,019. There are operating budget appropriation carryovers of \$8,595,670 and operating receivables of \$4,282,664. Also, total transfers between funds of \$23,075,453 are reflected.

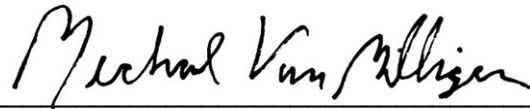
The capital budget amendment totals a decrease of \$4,753,720, with an increase in associated revenue of \$2,103,910. The capital amendment includes increases for new grants, which include Parks Branching Out Dubuque (\$1,499,978), Airport New Hangars (\$2,508,407), Streets Traffic Control (\$100,000), Water Plant Flood Protection System (\$100,000), and East-West Corridor Capacity (\$835,709). The capital amendment reduces Dubuque Industrial Center West projects in Fiscal Year 2025 to match available resources which include Development of Dubuque Industrial Center (-\$395,000), South Heacock Road Construction (-\$4,647,776), and Development of McFadden Properties (-\$1,320,000). The amendment also reduces the grants (-\$1,766,926) and bond proceeds (-\$2,274,963) associated with the canceled Dubuque Industrial Center West projects. The amendment also adds Fuel System Improvements at the Municipal Services Center (\$381,806) reallocated from snow and ice control savings.

The capital budget amendment items also include an increase of \$252,983 to adjust the capital budget for the Community Development Block Grant, which includes Homeowner Rehab (\$20,000) and capital projects to be determined (\$232,983).

The operating budget amendments total an increase of \$660,196, with a decrease in associated revenue of \$377,920. The operating amendment expense includes new grants of \$123,070 for Sustainability and \$127,651 for AmeriCorps. Increase in Police and Fire employee expenses related to command staff salary increases to address pay

compression issues (\$392,394). A grant match of \$350,000 is included for Airport Minimum Revenue Guarantee. Water & Resource Recovery Center revenues related to Fats, Oils, and Grease were reduced by \$507,565 to match actual fee adjustments in Fiscal Year 2025.

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

A handwritten signature in black ink, reading "Michael Van Milligen". The signature is written in a cursive style with a horizontal line underneath it.

Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Fiscal Year 2025 First Budget Amendment
DATE: May 12, 2025

The purpose of this memorandum is to provide an explanation regarding the first amendment for Fiscal Year 2025. This amendment is twofold. First, it amends the Fiscal Year 2025 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support for. Second, the amendment includes Fiscal Year 2024 budget carryovers to Fiscal Year 2025 of encumbrances totaling \$40,731,920, capital projects totaling \$130,820,883 that were not completed during the prior Fiscal Year, and associated revenues totaling \$74,735,019. There are operating budget appropriation carryovers of \$8,595,670 and operating receivables of \$4,282,664. Also, total transfers between funds of \$23,075,453 are reflected.

CARRYOVER AMENDMENT TO FISCAL YEAR 2025

CAPITAL BUDGET CARRYOVER AMENDMENT

Some significant projects were started and remain in process, which are carried forward into Fiscal Year 2025. The most significant of the capital project expenditure carryovers, including associated revenue, are:

Project	Carryover Amount
Bee Branch Gate & Pump Replc - Other Professional Service	\$ 10,621,171
Reconstruct Taxiway Alpha - Other Capital Outlay	\$ 9,180,839
Old Mill Road Lift Station - Other Capital Outlay	\$ 8,105,008
East-West Corridor Capacity - Engineering - Outsourced	\$ 7,571,422
LF Customer Convenience Center - Buildings	\$ 5,277,840
Private Lead Line Replacement Prog - Other Capital Outlay	\$ 5,245,021
Airport Apron - Other Capital Outlay	\$ 4,466,377
Kerper Blvd Lift Station - Other Capital Outlay	\$ 2,782,892
E911 Center	\$ 2,500,000
14th Street Overpass - Engineering - Outsourced	\$ 2,273,886
Develop Industrial: Crossroads - Other Capital Outlay	\$ 2,256,621
Federal Building Renovation - Buildings	\$ 2,195,099
SCADA and Communications Imp - Other Capital Outlay	\$ 2,181,990
Crossroads Ind Park Impr - Other Capital Outlay	\$ 2,089,335
N GRANDVIEW ESTATES ROAD - Other Capital Outlay	\$ 2,018,981

Project	Carryover Amount
DEVELOP MCFADDEN PROPERTY - Land	\$ 1,787,665
Granger Creek Lift St Improv - Other Capital Outlay	\$ 1,764,142
South Heacock Road Const - Other Capital Outlay	\$ 1,750,000
Ladder Truck & Pumper Replacement - Heavy Equipment	\$ 1,715,678
Chaplain Schmitt Island - Iowa Amphitheater - Other Capital Outlay	\$ 1,517,847
POD RIVERFRONT DOCK EXP - Other Capital Outlay	\$ 1,326,230
Housing Trust Fund - Loans	\$ 1,281,870
ASSET MANAGEMENT - Other Capital Outlay	\$ 1,222,308
PERV PAVE BB RR SPONSOR - Other Capital Outlay	\$ 1,217,324
Source Water PFAS Red - Deep Water - Other Capital Outlay	\$ 1,150,000
Smart Parking System - Other Capital Outlay	\$ 1,126,236
Parking Ramp Maintenance - Buildings	\$ 1,085,216
CEDAR/TERM ASSESSMENTS - Other Contractual Service	\$ 1,024,053
FIBER BACKBONE - Other Capital Outlay	\$ 1,016,357
Computer System Upgrade - Technology Equipment	\$ 1,009,766
HS WASTE RECEIVE & STORE - Other Capital Outlay	\$ 1,007,581
Sanitary Sewer Extensions-Pre-Annex - Other Contractual Service	\$ 987,450
FEMA 2004- Villa Wall - Other Capital Outlay	\$ 985,289
TWIN RIDGE LIFT ST ABANDO - Other Capital Outlay	\$ 920,282
Heeb Street - Other Capital Outlay	\$ 832,477
Port of Dubuque Ramp Maint - Other Capital Outlay	\$ 814,537
HVAC replacement Fire HQ - Buildings	\$ 802,041
MFC 2nd Floor - Other Capital Outlay	\$ 796,043
Curb Ramp Program - Other Capital Outlay	\$ 733,914
\$9.4 GREEN ALLEYS - Other Capital Outlay	\$ 695,990
Water Meter Replacement - Other Professional Service	\$ 616,731
Five Flags Building Impr - Other Professional Service	\$ 599,754
Pavement Rehabilitation - Other Capital Outlay	\$ 597,675
Four Mounds Land Acquisition - Land	\$ 564,000
Sewer CCTV Inspect/Assess - Other Contractual Service	\$ 540,764
Ice Center Dehumidification - Buildings	\$ 521,750
Data Center - Other Professional Service	\$ 509,727
FLOOD CONTROL MAINT FACILITY - Other Capital Outlay	\$ 506,043
ROOSEVELT RD MAIN EXXT - Other Capital Outlay	\$ 465,635
Water main replace-Sewer prog - Other Capital Outlay	\$ 430,000
Webber Property Phase 1 & 2 - Other Capital Outlay	\$ 424,527
Bridge Repairs and Maint - Other Capital Outlay	\$ 394,007
Onboard Security Cameras - Other Capital Outlay	\$ 390,627
Sanitary Sewer Extensions-Old - Other Contractual Service	\$ 386,310
Public lead line water replace - Other Capital Outlay	\$ 371,199
Fiber Cable Masterplan Impl - Other Capital Outlay	\$ 360,338
Port of Dubuque Parking Lot Resurfa - Other Capital Outlay	\$ 360,000
Traffic Safety Imp Proj-STBG 8X0140 - Other Capital Outlay	\$ 355,908
RRP Reserves - Buildings	\$ 349,520
Home- Rental Five Points - Buildings	\$ 314,569
JACKSON PARK AMENITIES - Other Capital Outlay	\$ 310,026
WTP Roof Repair - Other Capital Outlay	\$ 309,190
EPA MULTIPURPOSE BRWNFLD - Engineering - Outsourced	\$ 305,149

Project	Carryover Amount
Auburn & Custer Sewer Reconst - Other Contractual Service	\$ 303,358
Central Ave Housing Loan - Loans	\$ 300,000
Airborn Rd Water Extension - Other Capital Outlay	\$ 299,973
ARENA ROOF - Buildings	\$ 271,604
BUS DC CHARGING STATION - Other Capital Outlay	\$ 270,701
DICW - Other Capital Outlay	\$ 264,904

OPERATING BUDGET CARRYOVER AMENDMENT

The most significant operating budget carryovers into Fiscal Year 2025 include such items as:

Activity	Carryover Amount
Airport Minimum Revenue Guarantee - Payments to Other Agencies	\$ 1,013,265
Economic Development - Pay to Other Agency	\$ 1,000,000
Project Engineering - Technology Services	\$ 421,612
Project Engineering - Technology Equipment	\$ 377,926
Grand River Center - Technology Equipment	\$ 283,533
Public Works Snow and Ice Control - Equipment Maint/Repair	\$ 249,072
Grand River Center - Building Maintenance	\$ 247,241
Recreation - Payments to Other Agencies	\$ 213,544
Grand River Center - Other Capital Equipment	\$ 209,235
Project Engineering - Traffic Security Cameras	\$ 192,681
AmeriCorps 24-25 - Competitive - Hourly Wages - Temp/Seasonal	\$ 184,319
Five Flags - Other Equipment	\$ 164,938
Grand River Center - Other Equipment	\$ 148,313
Five Flags - Other Capital Equipment	\$ 141,559
City Manager's Office - Other Professional Service	\$ 119,349
WRRC Odor Cleaning - Other Contractual Service	\$ 114,635
Police Administration - Technology Equipment	\$ 111,948
Parks Veterans Memorial - Building Maintenance	\$ 110,650
Project Engineering - Equipment Maint/Repair	\$ 109,155
Planning Development Services - Other Professional Service	\$ 100,000
Grand River Center - Payments to Other Agencies	\$ 100,000
Police Administration - Building Maintenance	\$ 99,384
Project Engineering - Technology Equip Maint Cont	\$ 96,719
Grand River Center Equipment Acquisition - Other Capital Equipment	\$ 84,740
Traffic Engineering - Technology Equip Maint Cont	\$ 83,154
Project Engineering - Other Capital Outlay	\$ 78,734
Park Areas and Maintenance - Payments to Other Agencies	\$ 77,690
Five Flags - Payments to Other Agencies	\$ 72,500
Grand River Center- Equipment Maint/Repair	\$ 70,007
Park Areas and Maintenance - Other Contractual Service	\$ 70,000
Parking Maintenance - Vehicles	\$ 67,500
Parks Forestry - Tree Maintenance	\$ 64,885
Parks Veterans Memorial - Other Capital Outlay	\$ 63,043

Activity	Carryover Amount
City Manager's Office - Education Reimbursement	\$ 59,500
Engineering Facilities Management - Building Maintenance	\$ 58,195
Parking Meter Enforcement - Vehicles	\$ 55,638
Housing HOME Grant - Tenant Based Rental Assistance - Grants	\$ 54,396

FIRST AMENDMENT TO THE FISCAL YEAR 2025 CERTIFIED BUDGET

There have been numerous actions by City Council and changes requiring amendments for the Fiscal Year 2025 budget.

CAPITAL BUDGET AMENDMENT

The capital budget amendment totals a decrease of \$4,753,720, with an increase in associated revenue of \$2,103,910. The capital amendment includes increases for new grants, which include Parks Branching Out Dubuque (\$1,499,978), Airport New Hangars (\$2,508,407), Streets Traffic Control (\$100,000), Water Plant Flood Protection System (\$100,000), and East-West Corridor Capacity (\$835,709). The capital amendment reduces Dubuque Industrial Center West projects in Fiscal Year 2025 to match available resources which include Development of Dubuque Industrial Center (-\$395,000), South Heacock Road Construction (-\$4,647,776), and Development of McFadden Properties (-\$1,320,000). The amendment also reduces the grants (-\$1,766,926) and bond proceeds (-\$2,274,963) associated with the canceled Dubuque Industrial Center West projects. The amendment also adds Fuel System Improvements at the Municipal Services Center (\$381,806) reallocated from snow and ice control savings.

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OPERATING BUDGET AMENDMENT

The operating budget amendments total an increase of \$660,196, with a decrease in associated revenue of \$377,920. The operating amendment expense includes new grants of \$123,070 for Sustainability and \$127,651 for AmeriCorps. Increase in Police and Fire employee expenses related to command staff salary increases to address pay compression issues (\$392,394). A grant match of \$350,000 is included for Airport Minimum Revenue Guarantee. Water & Resource Recovery Center revenues related to Fats, Oils, and Grease were reduced by \$507,565 to match actual fee adjustments in Fiscal Year 2025.

The action step is for City Council to adopt the attached resolution approving the Fiscal Year 2025 first budget amendment.

Attachments
JML

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2025 - AMENDMENT # 1

To the Auditor of DUBUQUE County, Iowa:

The City Council of DUBUQUE in said County/Counties met on 05/19/2025 06:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 25-**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2025****(AS LAST CERTIFIED OR AMENDED ON 04/15/2024)****Be it Resolved by the Council of City of DUBUQUE**

Section 1. Following notice published/posted 05/07/2025 and the public hearing held 05/19/2025 06:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	27,540,528	0	27,540,528
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	27,540,528	0	27,540,528
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	17,907,459	0	17,907,459
Other City Taxes	6	25,126,148	0	25,126,148
Licenses & Permits	7	2,375,397	-84,575	2,290,822
Use of Money & Property	8	19,143,084	0	19,143,084
Intergovernmental	9	49,923,475	44,416,503	94,339,978
Charges for Service	10	58,638,885	-422,990	58,215,895
Special Assessments	11	3,000	659,524	662,524
Miscellaneous	12	9,795,759	3,392,238	13,187,997
Other Financing Sources	13	38,124,352	32,746,770	70,871,122
Transfers In	14	40,357,689	23,075,453	63,433,142
Total Revenues & Other Sources	15	288,935,776	103,782,923	392,718,699
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	39,761,962	5,348,267	45,110,229
Public Works	17	16,714,526	4,004,823	20,719,349
Health and Social Services	18	1,251,733	72,144	1,323,877
Culture and Recreation	19	18,070,634	2,387,681	20,458,315
Community and Economic Development	20	17,708,651	1,768,071	19,476,722
General Government	21	15,744,283	2,768,827	18,513,110
Debt Service	22	13,597,492	0	13,597,492
Capital Projects	23	54,596,496	99,196,310	153,792,806
Total Government Activities Expenditures	24	177,445,777	115,546,123	292,991,900
Business Type/Enterprise	25	86,156,076	54,614,872	140,770,948
Total Gov Activities & Business Expenditures	26	263,601,853	170,160,995	433,762,848
Transfers Out	27	40,357,689	23,075,453	63,433,142
Total Expenditures/Transfers Out	28	303,959,542	193,236,448	497,195,990
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-15,023,766	-89,453,525	-104,477,291
Beginning Fund Balance July 1, 2024	30	72,261,524	80,199,497	152,461,021
Ending Fund Balance June 30, 2025	31	57,237,758	-9,254,028	47,983,730

Explanation of Changes: This amendment adds capital budget carryovers of \$130,543,043 & associated revenue of \$74,735,019 & encumbrance carryovers of \$40,222,277 (continuing appropriation authority). Adds operating budget carryovers of \$8,485,199 & associated revenue of \$4,246,461, requiring a formal amendment. Also included is \$9,753,720 decrease in capital expense. Capital revenue increase of \$6,145,799. Operating expense increase of \$660,196 and operating revenue decrease of \$4,419,809. Interfund transfers of \$23,075,453.

05/19/2025

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund	GL ACCOUNT	Explanation
GENERAL FUND							
Police	10	Police Training - Education Reimbursement	(12,000)	-	100	100-11-0000-10-110-1105-00-01-62500	Shift from Admin
Police	10	Administration - Education Reimbursement	12,000	-	100	100-11-0000-10-110-1101-00-01-62500	Shift to Training
Police	10	Police Training - Education Reimbursement	(10,000)	-	100	100-11-0000-10-110-1105-00-01-62500	Shift from Patrol
Police	10	Police Patrol - Police Equipment	10,000	-	100	100-11-0000-10-110-1109-00-01-65052	Shift to Training
Police	10	Police Training - Education Reimbursement	32,000	-	100	100-11-0000-10-110-1105-00-01-62500	C/O
Police	10	Administration - Technology Equipment	(20,000)	-	100	100-11-0000-10-110-1101-00-01-65045	Shift to Patrol
Police	10	Police Patrol - Uniform Purchase	20,000	-	100	100-11-0000-10-110-1109-00-01-65925	Shift from Admin
Police	10	Administration - Technology Equipment	111,948	-	100	100-11-0000-10-110-1101-00-01-65045	C/O
Police	10	Administration - Technology Equipment	(16,148)	-	100	100-11-0000-10-110-1101-00-01-65045	Shift to Patrol
Police	10	Police Patrol - Technology Equipment	16,148	-	100	100-11-0000-10-110-1109-00-01-65045	Shift from Admin
Police	10	Administration - Technology Equipment	(25,000)	-	100	100-11-0000-10-110-1101-00-01-65045	Shift to Staff Serv
Police	10	Staff Services - Furniture/Fixtures	25,000	-	100	100-11-0000-10-110-1103-00-01-67210	Shift from Admin
Police	10	Administration - Technology Equipment	(28,000)	-	100	100-11-0000-10-110-1101-00-01-65045	Shift to Patrol
Police	10	Police Patrol - Vehicles	28,000	-	100	100-11-0000-10-110-1109-00-01-67100	Shift from Admin
Police	10	Criminal Investigation - Technology Equipment	2,500	-	100	100-11-0000-10-110-1106-00-01-65045	C/O
Police	10	Police Patrol - Safety Equipment	25,000	-	100	100-11-0000-10-110-1109-00-01-65054	C/O
Police	10	Administration - Office Supplies	(1,949)	-	100	100-11-0000-10-110-1101-00-01-65060	Shift to Tech Serv
Police	10	Administration - Office Supplies	1,949	-	100	100-11-0000-10-110-1101-00-01-65060	C/O
Police	10	DARE - Office Supplies	(140)	-	100	100-11-0000-10-110-1102-00-01-65060	Shift to Tech Serv
Police	10	DARE - Office Supplies	140	-	100	100-11-0000-10-110-1102-00-01-65060	C/O
Police	10	Staff Services - Office Supplies	(1,452)	-	100	100-11-0000-10-110-1103-00-01-65060	Shift to Tech Serv
Police	10	Staff Services - Office Supplies	1,452	-	100	100-11-0000-10-110-1103-00-01-65060	C/O
Police	10	Records and ID - Office Supplies	(2,924)	-	100	100-11-0000-10-110-1104-00-01-65060	Shift to Tech Serv
Police	10	Records and ID - Office Supplies	2,924	-	100	100-11-0000-10-110-1104-00-01-65060	C/O
Police	10	Police Training - Office Supplies	(1,831)	-	100	100-11-0000-10-110-1105-00-01-65060	Shift to Tech Serv
Police	10	Police Training - Office Supplies	1,831	-	100	100-11-0000-10-110-1105-00-01-65060	C/O
Police	10	Criminal Investigation - Office Supplies	(40)	-	100	100-11-0000-10-110-1106-00-01-65060	Shift to Tech Serv
Police	10	Criminal Investigation - Office Supplies	40	-	100	100-11-0000-10-110-1106-00-01-65060	C/O
Police	10	Police Patrol - Office Supplies	(4,126)	-	100	100-11-0000-10-110-1109-00-01-65060	Shift to Tech Serv
Police	10	Police Patrol - Office Supplies	4,126	-	100	100-11-0000-10-110-1109-00-01-65060	C/O
Police	10	Administration - Technology Services	12,462	-	100	100-11-0000-10-110-1101-00-01-64190	Shift from Off Supp
Police	10	Administration - Building Maintenance	99,384	-	100	100-11-0000-10-110-1101-00-01-63100	C/O
Police	10	Police Patrol - Vehicles	40,000	-	100	100-11-0000-10-110-1109-00-01-67100	C/O
Police	10	Administration - Salaries-Regular Full Time	268,125	-	100	100-11-0000-10-110-1101-00-01-60100	Adjust to Actual
Emergency Communications	10	Emergency Communications - Salaries-Regular Full Time	(99,541)	-	100	100-12-0000-10-130-1201-00-01-60100	Adjust to Actual
Emergency Communications	10	Emergency Communications - Salaries - Regular Part Time	109,167	-	100	100-12-0000-10-130-1201-00-01-60200	Adjust to Actual
Emergency Communications	10	Emergency Communications - Overtime	17,039	-	100	100-12-0000-10-130-1201-00-01-60400	Adjust to Actual
Emergency Communications	10	Emergency Communications - Special Pay - Holiday	(4,089)	-	100	100-12-0000-10-130-1201-00-01-60620	Adjust to Actual
Emergency Communications	10	Emergency Communications - FICA - City Contribution	419	-	100	100-12-0000-10-130-1201-00-01-61100	Adjust to Actual
Emergency Communications	10	Emergency Communications - IPERS - City Contribution	524	-	100	100-12-0000-10-130-1201-00-01-61300	Adjust to Actual
Emergency Communications	10	E911 Center	2,500,000	-	100	100-12-0000-10-130-1201-00-02-64130	C/O ARPA
Fire	76	Fire st 5 waterproof/driveway - Buildings	34,425	-	102	102-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	Outdoor Warning Siren Service - Other Capital Equipment	107,992	-	102	102-13-0000-76-750-1370-00-02-67270	C/O
Fire	76	Station 4 Improvements - Buildings	4,604	-	101	101-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	Station 5 Struct Beam - Engineering - Internal	13,993	-	102	102-13-0000-76-750-1370-00-02-64075	C/O
Fire	10	Administration - Salaries-Regular Full Time	16,152	-	100	100-13-0000-10-150-1301-00-01-60100	Adjust to Actual
Fire	10	Administration - FICA - City Contribution	234	-	100	100-13-0000-10-150-1301-00-01-61100	Adjust to Actual
Fire	10	Administration - Pension - MFPRSI	3,660	-	100	100-13-0000-10-150-1301-00-01-61410	Adjust to Actual
Fire	10	Training - Salaries-Regular Full Time	12,756	-	100	100-13-0000-10-150-1302-00-01-60100	Adjust to Actual
Fire	10	Training - FICA - City Contribution	180	-	100	100-13-0000-10-150-1302-00-01-61100	Adjust to Actual
Fire	10	Training - Pension - MFPRSI	2,806	-	100	100-13-0000-10-150-1302-00-01-61410	Adjust to Actual
Fire	10	Fire Suppression - Salaries-Regular Full Time	11,554	-	100	100-13-0000-10-150-1304-00-01-60100	Adjust to Actual
Fire	10	Fire Suppression - Salaries-Regular Full Time	29,472	-	100	100-13-0000-10-150-1304-00-01-60100	Adjust to Actual

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		GL ACCOUNT	Explanation
			Amount	Amount	Fund		
Fire	10	Fire Suppression - FICA - City Contribution	561	-	100	100-13-0000-10-150-1304-00-01-61100	Adjust to Actual
Fire	10	Fire Suppression - Pension - MFPRSI	8,759	-	100	100-13-0000-10-150-1304-00-01-61410	Adjust to Actual
Fire	10	Fire Prevention - Salaries-Regular Full Time	25,661	-	100	100-13-0000-10-150-1305-00-01-60100	Adjust to Actual
Fire	10	Fire Prevention - FICA - City Contribution	359	-	100	100-13-0000-10-150-1305-00-01-61100	Adjust to Actual
Fire	10	Fire Prevention - Pension - MFPRSI	5,602	-	100	100-13-0000-10-150-1305-00-01-61410	Adjust to Actual
Fire	10	Ambulance - Salaries-Regular Full Time	5,268	-	100	100-13-0000-10-160-1303-00-01-60100	Adjust to Actual
Fire	10	Ambulance - FICA - City Contribution	75	-	100	100-13-0000-10-160-1303-00-01-61100	Adjust to Actual
Fire	10	Ambulance - Pension - MFPRSI	1,170	-	100	100-13-0000-10-160-1303-00-01-61410	Adjust to Actual
Health	10	Animal Control - Education Reimbursement	3,245	-	100	100-17-0000-10-190-1702-00-01-62500	C/O
Health	10	Animal Control - Office Supplies	254	-	100	100-17-0000-10-190-1702-00-01-65060	C/O
Health	10	Animal Control - Operating Supplies	423	-	100	100-17-0000-10-190-1702-00-01-65070	C/O
Health	30	Inspections - Food - Education Reimbursement	2,306	-	100	100-17-0000-30-340-1703-00-01-62500	Adjust to Actual
Health	30	Inspections - Food - Reimbursements	-	2,306	100	100-17-0000-30-340-1703-03-01-47100	Adjust to Actual
Health	30	Inspections - Food - Education Reimbursement	5,860	-	100	100-17-0000-30-340-1703-00-01-62500	C/O
Health	30	Community Health Service - Meetings & Conferences	3,500	-	100	100-17-0000-30-340-1704-00-01-62400	C/O
Multicultural Family Center	40	Arts and Cultural Affairs - Payments to Other Agencies	(10,650)	-	100	100-60-0000-40-520-6002-00-01-64130	Shift to MFC
Multicultural Family Center	40	Administration - Payments to Other Agencies	10,650	-	100	100-29-0000-40-460-2901-00-01-64130	Shift from Econ Dev
Multicultural Family Center	40	Administration - Meetings & Conferences	9,469	-	100	100-29-0000-40-460-2901-00-01-62400	C/O
Multicultural Family Center	40	Administration - Meetings & Conferences	8,000	-	100	100-29-0000-40-460-2901-00-01-62400	C/O
Multicultural Family Center	40	Administration - Meetings & Conferences	(8,000)	-	100	100-29-0000-40-460-2901-00-01-62400	Shift to Comm Imp
Multicultural Family Center	40	Administration - Meetings & Conferences	8,000	-	100	100-31-0000-40-460-2901-00-01-62400	Shift from MFC
Multicultural Family Center	40	Administration - Payments to Other Agencies	15,216	-	100	100-29-0000-40-460-2901-00-01-64130	C/O
Multicultural Family Center	40	Administration - Rental - Land/Bldgs/Parking	3,360	-	100	100-29-0000-40-460-2901-00-01-64160	C/O
Multicultural Family Center	40	Administration - Technology Equip Maint Cont	7,000	-	100	100-29-0000-40-460-2901-00-01-64980	C/O
Multicultural Family Center	40	Administration - Program Materials	11,134	-	100	100-29-0000-40-460-2901-00-01-65025	C/O
Multicultural Family Center	40	Administration - Education Reimbursement	8,953	-	100	100-29-0000-40-460-2901-00-01-62500	C/O
Multicultural Family Center	40	Administration - Education Reimbursement	(8,953)	-	100	100-29-0000-40-460-2901-00-01-62500	Shift to Comm Imp
Multicultural Family Center	40	Community Impact Admin - Internal Service Charge	8,953	-	100	100-31-0000-40-440-3101-00-01-64004	Shift from MFC
Parks Division	76	Comprehensive Parks Masterplan - Services Other Depts	8,000	-	100	100-30-0000-76-750-3070-00-02-64005	C/O ARPA
Parks Division	76	Comprehensive Parks Masterplan - Other Professional Service	121,977	-	100	100-30-0000-76-750-3070-00-02-64900	C/O ARPA
Parks Division	76	Street Tree Program - Other Contractual Service	2,500	-	102	102-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	Eagle Point Park Stone Work - Other Capital Outlay	99,606	-	102	102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	Flora Park Asphalt Paving - Services Other Depts	1,554	-	100	100-30-0000-76-750-3070-00-02-64005	C/O
Parks Division	76	Flora Park Asphalt Paving - Engineering - Internal	5,000	-	100	100-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	Flora Park Asphalt Paving - Other Capital Outlay	16,167	-	100	100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	Cameras/Code Blue Phones - Other Contractual Service	7,000	-	102	102-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	Cameras/Code Blue Phones - Other Capital Equipment	25,000	-	102	102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	Ham House Roof Replacement - Engineering - Outsourced	14,500	-	102	102-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	Ham House Roof Replacement - Buildings	130,500	-	102	102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	Parks-Replace security lights - Other Equipment	2,662	-	102	102-30-0000-76-750-3070-00-02-65050	C/O
Parks Division	76	EPP REST ROOM REHAB - Other Capital Outlay	3,200	-	100	100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	EPP REST ROOM REHAB - Other Capital Equipment	2,358	-	102	102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	COMISKEY PLAYGROUND REPLC - Other Capital Equipment	102,351	-	102	102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	COMISKEY PLAYGROUND REPLC - Other Capital Equipment	(102,351)	-	102	102-30-0000-76-750-3070-00-02-67270	Shift to 3049900001
Parks Division	76	Re-imagine Comiskey - Other Capital Equipment	102,351	-	102	102-30-0000-76-750-3070-00-02-67270	Shift from 3043000018
Parks Division	76	COMISKEY PLAYGROUND REPLC - Other Capital Equipment	528	-	102	102-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	EPP ENVIRONMENTAL - Proceeds from SRF	-	5,000	100	100-30-0000-76-750-3070-03-02-48250	C/O
Parks Division	76	VETERANS PARK DISC GOLF - Other Capital Outlay	440	-	102	102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	EAGLE VALLEY PARK DEV - Other Capital Outlay	256,339	-	100	100-30-0000-76-750-3070-00-02-67990	C/O ARPA
Parks Division	76	WESTBROOK PARK DEVELOPMEN - Other Capital Outlay	254,370	-	100	100-30-0000-76-750-3070-00-02-67990	C/O ARPA
Parks Division	76	ENGLISH RIDGE PARK - Other Capital Outlay	254,580	-	100	100-30-0000-76-750-3070-00-02-67990	C/O ARPA
Parks Division	76	JEFFERSON PARK WALL & FEN - Other Capital Outlay	251,272	-	100	100-30-0000-76-750-3070-00-02-67990	C/O ARPA
Parks Division	76	GEN PARK MAINTENANCE - Other Capital Outlay	32,809	-	100	100-30-0000-76-750-3070-00-02-67990	C/O ARPA
Parks Division	76	MAINT HDQTRS STORAGE BLDG - Buildings	9,808	-	100	100-30-0000-76-750-3070-00-02-67500	C/O ARPA
Parks Division	76	IRRIGATION LANDSCAPING - Other Capital Equipment	52,280	-	100	100-30-0000-76-750-3070-00-02-67270	C/O ARPA

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Parks Division	76	Re-imagine Comiskey - Other Capital Outlay	46,689	-	100 100-30-0000-76-750-3070-00-02-67990	C/O ARPA
Parks Division	76	NATURAL RESOURCES PLAN - Other Professional Service	58,771	-	100 100-30-0000-76-750-3070-00-02-64900	C/O ARPA
Parks Division	76	Pets in Parks Signage and Drinking - Other Professional Service	19,820	-	100 100-30-0000-76-750-3070-00-02-64900	C/O ARPA
Parks Division	76	PLAN HWY 20 ROSES - Other Contractual Service	6,379	-	100 100-30-0000-76-750-3070-00-02-64990	C/O ARPA
Parks Division	76	PICKLEBALL - Other Capital Outlay	22,910	-	100 100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	MURPHY PARK ENTRANCE - Other Contractual Service	15,000	-	100 100-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	Four Mounds Land Acquisition - Land	554,000	-	100 100-30-0000-76-750-3070-00-02-67300	C/O
Parks Division	76	Four Mounds Land Acquisition - Land	10,000	-	102 102-30-0000-76-750-3070-00-02-67300	C/O
Parks Division	76	Four Mounds Land Acquisition - State Grants	-	200,000	100 100-30-0000-76-750-3070-00-02-44400	C/O
Parks Division	76	Murphy Play Equipment - Engineering - Outsourced	8,936	-	102 102-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	Murphy Play Equipment - Other Capital Equipment	52,125	-	102 102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	EPP Replace Walkway - Other Capital Outlay	84,666	-	102 102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	EPP Log Cabin Improvements - Engineering - Internal	8,000	-	102 102-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	EPP Log Cabin Improvements - Buildings	63,000	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	Eagle Point Park Improv - Buildings	10,301	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	Four Mounds Archeological - Other Professional Service	6,047	-	100 100-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	Four Mounds Archeological - Other Professional Service	(1,301)	-	100 100-30-0000-76-750-3070-00-02-64900	Shift to 3043000070
Parks Division	76	EPP Structure Assess - Other Professional Service	1,301	-	100 100-30-0000-76-750-3070-00-02-64900	Shift from 3043000048
Parks Division	76	EPP- Riverfront Pavilion - Engineering - Internal	5,000	-	102 102-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	ITC Grant Tree/Park Devel - Other Capital Equipment	21,515	-	100 100-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	Ham House Exterior/Landsc - Payments to Other Agencies	90,834	-	102 102-30-0000-76-750-3070-00-02-64130	C/O
Parks Division	76	EB Lyons Slope Stabilize - Other Professional Service	4,500	-	102 102-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	EB Lyons Slope Stabilize - Other Capital Outlay	45,000	-	102 102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	COMISKEY REPAIR SIDING - Buildings	12,080	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	COMISKEY REPAIR SIDING - Buildings	(12,101)	-	102 102-30-0000-76-750-3070-00-02-67500	Shift to 3049900001
Parks Division	76	Re-imagine Comiskey - Buildings	12,101	-	102 102-30-0000-76-750-3070-00-02-67500	Shift from 3049900004
Parks Division	76	COMISKEY REPAIR SIDING - Buildings	21	-	102 102-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	HAM HOUSE - PAINT - Buildings	40,000	-	102 102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	Branching Out Dubuque Grant - Federal Grant	-	1,499,978	100 100-30-0000-76-750-3070-05-02-44000-	New Grant
Parks Division	76	Branching Out Dubuque Grant - Tree Maintenance	772,161	-	100 100-30-0000-76-750-3070-00-02-63230	New Grant
Parks Division	76	Branching Out Dubuque Grant - Advertising	1,978	-	100 100-30-0000-76-750-3070-00-02-64020	New Grant
Parks Division	76	Branching Out Dubuque Grant - Other Benefits & Costs	79,584	-	100 100-30-0000-76-750-3070-00-02-61990	New Grant
Parks Division	76	Branching Out Dubuque Grant - Other Contractual Service	12,825	-	100 100-30-0000-76-750-3070-00-02-64990	New Grant
Parks Division	76	Branching Out Dubuque Grant - Other Supplies	102,500	-	100 100-30-0000-76-750-3070-00-02-65990	New Grant
Parks Division	76	Branching Out Dubuque Grant - Other Professional Service	15,000	-	100 100-30-0000-76-750-3070-00-02-64900	New Grant
Parks Division	76	Branching Out Dubuque Grant - Small Tools & Equipment	31,103	-	100 100-30-0000-76-750-3070-00-02-65040	New Grant
Parks Division	76	Branching Out Dubuque Grant - Printing	43,022	-	100 100-30-0000-76-750-3070-00-02-64140	New Grant
Parks Division	76	Branching Out Dubuque Grant - Rental - Equipment	44,550	-	100 100-30-0000-76-750-3070-00-02-64150	New Grant
Parks Division	76	Branching Out Dubuque Grant - Salaries-Regular Full Time	289,127	-	100 100-30-0000-76-750-3070-00-02-60100	New Grant
Parks Division	76	Branching Out Dubuque Grant - FICA - City Contribution	21,223	-	100 100-30-0000-76-750-3070-00-02-61100	New Grant
Parks Division	76	Branching Out Dubuque Grant - IPERS - City Contribution	26,294	-	100 100-30-0000-76-750-3070-00-02-61300	New Grant
Parks Division	76	Branching Out Dubuque Grant - Health Insurance	60,404	-	100 100-30-0000-76-750-3070-00-02-61510	New Grant
Parks Division	76	Branching Out Dubuque Grant - Life Insurance	207	-	100 100-30-0000-76-750-3070-00-02-61540	New Grant
Parks Division	40	Administration - Other Professional Service	15,000	-	100 100-30-0000-40-430-3001-00-01-64900	C/O
Parks Division	40	Forestry - Tree Maintenance	64,885	-	100 100-30-0000-40-430-3002-00-01-63230	C/O
Parks Division	40	Park Areas and Maintenance - Education Reimbursement	1,747	-	100 100-30-0000-40-430-3004-00-01-62500	C/O
Parks Division	40	Park Areas and Maintenance - Payments to Other Agencies	77,690	-	100 100-30-0000-40-430-3004-00-01-64130	C/O
Parks Division	40	Park Areas and Maintenance - Other Contractual Service	25,895	-	100 100-30-0000-40-430-3004-00-01-64990	C/O
Parks Division	40	Park Areas and Maintenance - Technology Equipment	16,851	-	100 100-30-0000-40-430-3004-00-01-65045	C/O
Parks Division	40	Park Areas and Maintenance - Outdoor Furniture/Fixtures	4,550	-	100 100-30-0000-40-430-3004-00-01-65047	C/O
Parks Division	40	Park Areas and Maintenance - Other Equipment	25,913	-	100 100-30-0000-40-430-3004-00-01-65050	C/O
Parks Division	40	Park Areas and Maintenance - Flags	5,062	-	100 100-30-0000-40-430-3004-00-01-65930	C/O
Parks Division	40	Greenhouse - Education Reimbursement	2,990	-	100 100-30-0000-40-430-3009-00-01-62500	C/O
Parks Division	40	Greenhouse - Landscaping	4,045	-	100 100-30-0000-40-430-3009-00-01-63220	C/O
Parks Division	40	Forestry - Vehicles	24,775	-	100 100-30-0000-40-430-3002-00-01-67100	Adjust to Actual

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Parks Division	40	Park Areas and Maintenance - Other Contractual Service	70,000	-	100 100-30-0000-40-430-3004-00-01-64990	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - Salaries-Regular Full Time	14,400	-	100 100-31-0000-40-440-3150-00-01-60100	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - Hourly Wages - Temp/Seasonal	24,000	-	100 100-31-0000-40-440-3150-00-01-60300	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - FICA - City Contribution	5,400	-	100 100-31-0000-40-440-3150-00-01-61100	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - IPERS - City Contribution	1,360	-	100 100-31-0000-40-440-3150-00-01-61300	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - Health Insurance	6,800	-	100 100-31-0000-40-440-3150-00-01-61510	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - Life Insurance	16	-	100 100-31-0000-40-440-3150-00-01-61540	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - Background Check	222	-	100 100-31-0000-40-440-3150-00-01-64890	C/O
Community Impact	40	AmeriCorps 23-24 - Competitive - Federal Grants	-	52,198	100 100-31-0000-40-440-3150-00-01-44000	C/O
Community Impact	40	Grants - Salaries-Regular Full Time	(89,050)	-	100 100-31-0000-40-440-3150-00-01-60100	Adjust to Actual
Community Impact	40	Grants - Hourly Wages - Temp/Seasonal	(192,550)	-	100 100-31-0000-40-440-3150-00-01-60300	Adjust to Actual
Community Impact	40	Grants - FICA - City Contribution	(6,812)	-	100 100-31-0000-40-440-3150-00-01-61100	Adjust to Actual
Community Impact	40	Grants - IPERS - City Contribution	(8,407)	-	100 100-31-0000-40-440-3150-00-01-61300	Adjust to Actual
Community Impact	40	Grants - Health Insurance	(18,471)	-	100 100-31-0000-40-440-3150-00-01-61510	Adjust to Actual
Community Impact	40	Grants - Life Insurance	(62)	-	100 100-31-0000-40-440-3150-00-01-61540	Adjust to Actual
Community Impact	40	Grants - Workers' Compensation	(16,790)	-	100 100-31-0000-40-440-3150-00-01-61600	Adjust to Actual
Community Impact	40	Grants - Other Benefits & Costs	(28,800)	-	100 100-31-0000-40-440-3150-00-01-61990	Adjust to Actual
Community Impact	40	Grants - Association Dues	(250)	-	100 100-31-0000-40-440-3150-00-01-62100	Adjust to Actual
Community Impact	40	Grants - Training	(2,050)	-	100 100-31-0000-40-440-3150-00-01-62300	Adjust to Actual
Community Impact	40	Grants - Mileage	(1,500)	-	100 100-31-0000-40-440-3150-00-01-62325	Adjust to Actual
Community Impact	40	Grants - Meetings & Conferences	(5,900)	-	100 100-31-0000-40-440-3150-00-01-62400	Adjust to Actual
Community Impact	40	Grants - Accounting & Auditing	(1,438)	-	100 100-31-0000-40-440-3150-00-01-64010	Adjust to Actual
Community Impact	40	Grants - Payments to Other Agencies	(11,045)	-	100 100-31-0000-40-440-3150-00-01-64130	Adjust to Actual
Community Impact	40	Grants - Printing	(500)	-	100 100-31-0000-40-440-3150-00-01-64140	Adjust to Actual
Community Impact	40	Grants - Copying	(2,179)	-	100 100-31-0000-40-440-3150-00-01-64145	Adjust to Actual
Community Impact	40	Grants - Technology Services	(20,980)	-	100 100-31-0000-40-440-3150-00-01-64190	Adjust to Actual
Community Impact	40	Grants - Background Check	(2,214)	-	100 100-31-0000-40-440-3150-00-01-64890	Adjust to Actual
Community Impact	40	Grants - Uniform Purchase	(1,230)	-	100 100-31-0000-40-440-3150-00-01-65925	Adjust to Actual
Community Impact	40	AmeriCorps 24-25 - Competitive - Salaries-Regular Full Time	85,264	-	100 100-31-0000-40-440-3150-00-01-60100	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Hourly Wages - Temp/Seasonal	192,550	-	100 100-31-0000-40-440-3150-00-01-60300	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - FICA - City Contribution	34,961	-	100 100-31-0000-40-440-3150-00-01-61100	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - IPERS - City Contribution	8,407	-	100 100-31-0000-40-440-3150-00-01-61300	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Health Insurance	50,004	-	100 100-31-0000-40-440-3150-00-01-61510	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Life Insurance	62	-	100 100-31-0000-40-440-3150-00-01-61540	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Workers' Compensation	11,039	-	100 100-31-0000-40-440-3150-00-01-61600	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Other Contractual Service	8,000	-	100 100-31-0000-40-440-3150-00-01-64990	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Education Reimbursement	1,000	-	100 100-31-0000-40-440-3150-00-01-62500	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Accounting & Auditing	1,941	-	100 100-31-0000-40-440-3150-00-01-64010	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Background Check	2,214	-	100 100-31-0000-40-440-3150-00-01-64890	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Technology Services	9,298	-	100 100-31-0000-40-440-3150-00-01-64190	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Association Dues	250	-	100 100-31-0000-40-440-3150-00-01-62100	New Grant
Community Impact	40	AmeriCorps 24-25 - Competitive - Other Professional Service	5,510	-	100 100-31-0000-40-440-3150-00-01-64900	New Grant
Community Impact	40	Community Impact Admin - Salaries-Regular Full Time	(9,916)	-	100 100-31-0000-40-440-3101-00-01-60100	Shift to Grants
Community Impact	40	AmeriCorps 24-25 - Competitive - Salaries-Regular Full Time	9,916	-	100 100-31-0000-40-440-3150-00-01-60100	Shift from Admin
Community Impact	40	Community Impact Admin - FICA - City Contribution	(1,000)	-	100 100-31-0000-40-440-3101-00-01-61100	Shift to Grants
Community Impact	40	AmeriCorps 24-25 - Competitive - FICA - City Contribution	1,000	-	100 100-31-0000-40-440-3150-00-01-61100	Shift from Admin
Community Impact	40	Community Impact Admin - IPERS - City Contribution	(1,000)	-	100 100-31-0000-40-440-3101-00-01-61300	Shift to Grants
Community Impact	40	AmeriCorps 24-25 - Competitive - IPERS - City Contribution	1,000	-	100 100-31-0000-40-440-3150-00-01-61300	Shift from Admin
Community Impact	40	Community Impact Admin - Health Insurance	(1,000)	-	100 100-31-0000-40-440-3101-00-01-61510	Shift to Grants
Community Impact	40	AmeriCorps 24-25 - Competitive - Health Insurance	1,000	-	100 100-31-0000-40-440-3150-00-01-61510	Shift from Admin
Community Impact	40	Community Impact Admin - Life Insurance	(78)	-	100 100-31-0000-40-440-3101-00-01-61540	Shift to Grants
Community Impact	40	AmeriCorps 24-25 - Competitive - Life Insurance	78	-	100 100-31-0000-40-440-3150-00-01-61540	Shift from Admin
Community Impact	40	AmeriCorps 24-25 - Competitive - Hourly Wages - Temp/Seasonal	184,319	-	100 100-31-0000-40-440-3150-00-01-60300	C/O
Community Impact	40	AmeriCorps 24-25 - Competitive - Hourly Wages - Temp/Seasonal	(8,909)	-	100 100-31-0000-40-440-3150-00-01-60300	Shift to Meetings
Community Impact	40	AmeriCorps 24-25 - Competitive - Meetings & Conferences	5,740	-	100 100-31-0000-40-440-3150-00-01-62400	Shift from Temp Wage

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Fund	GL ACCOUNT	Explanation
			Amount	Amount				
Community Impact	40	AmeriCorps 24-25 - Competitive - Operating Supplies	1,230	-	100	100	100-31-0000-40-440-3150-00-01-65070	Shift from Temp Wage
Community Impact	40	AmeriCorps 24-25 - Competitive - Education Reimbursement	1,050	-	100	100	100-31-0000-40-440-3150-00-01-62500	Shift from Temp Wage
Community Impact	40	AmeriCorps 24-25 - Competitive - Accounting & Auditing	39	-	100	100	100-31-0000-40-440-3150-00-01-64010	Shift from Temp Wage
Community Impact	40	AmeriCorps 24-25 - Competitive - Technology Services	850	-	100	100	100-31-0000-40-440-3150-00-01-64190	Shift from Temp Wage
Civic Center	76	Theater-Fire Escape - Services Other Depts	7,200	-	102	102	102-32-0000-76-750-3270-00-02-64005	C/O
Civic Center	76	Theater-Fire Escape - Buildings	120,000	-	102	102	102-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	FF IMPROV - SMG CONTRIB - Other Professional Service	8,733	-	100	100	100-32-0000-76-750-3270-00-02-64900	C/O
Civic Center	76	Theater Carpet - Buildings	70,000	-	102	102	102-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	40	Administration - Payments to Other Agencies	72,500	-	100	100	100-32-0000-40-499-3201-00-01-64130	C/O
Civic Center	40	Administration - Payments to Other Agencies	114,385	-	100	100	100-32-0000-40-499-3201-00-01-64130	Adjust to Actual
Civic Center	40	Administration - Technology Equipment	49,753	-	100	100	100-32-0000-40-499-3201-00-01-65045	C/O
Civic Center	40	Administration - Other Equipment	164,938	-	100	100	100-32-0000-40-499-3201-00-01-65050	C/O
Civic Center	40	Administration - Safety Equipment	17,856	-	100	100	100-32-0000-40-499-3201-00-01-65054	C/O
Civic Center	40	Administration - Signage	2,700	-	100	100	100-32-0000-40-499-3201-00-01-65110	C/O
Civic Center	40	Administration - Furniture/Fixtures	30,000	-	100	100	100-32-0000-40-499-3201-00-01-67210	C/O
Civic Center	40	Administration - Other Capital Equipment	141,559	-	100	100	100-32-0000-40-499-3201-00-01-67270	C/O
Conference Center	76	Table/Chair/Podium Replace - Furniture/Fixtures	10,317	-	102	102	102-33-0000-76-750-3370-00-02-67210	C/O
Civic Center	76	FIVE FLAGS TABLE REPLACEMENT - Other Capital Equipent	516	-	100	100	100-32-0000-76-750-3270-00-02-67270	C/O ARPA
Civic Center	76	Five Flags Pipe Drape and Barricades - Other Capital Equipment	11,851	-	100	100	100-32-0000-76-750-3270-00-02-67270	C/O ARPA
Civic Center	76	Bijou Room Hall Tile Replacement - Buildings	50,000	-	100	100	100-32-0000-76-750-3270-00-02-67500	C/O ARPA
Parks Division	76	Pets in Parks Signage and Drinking - Other Professional Service	180	-	100	100	100-30-0000-76-750-3070-00-02-64900	C/O ARPA
Conference Center	60	Operating GRC Equipment - Operating Supplies	3,200	-	100	100	100-33-0000-60-499-3301-00-01-65050	C/O ARPA
Conference Center	76	AUDIO-VIS & SOUND EQUIP - Technology Equipment	111,000	-	100	100	100-33-0000-76-750-3370-00-02-65045	C/O ARPA
Conference Center	76	GRC Chairs - Furniture	3,540	-	100	100	100-33-0000-76-750-3370-00-02-67210	C/O ARPA
Conference Center	76	GRC REPLACE PATIO CAULK - Other Capital Outlay	35,359	-	100	100	100-33-0000-76-750-3370-00-02-67990	C/O ARPA
Conference Center	76	GRC LANDSCAPE IMPROVEMENT - Other Capital Outlay	18,075	-	100	100	100-33-0000-76-750-3370-00-02-67990	C/O ARPA
Conference Center	76	GRC PAINT - Other Capital Outlay	139,000	-	100	100	100-33-0000-76-750-3370-00-02-67990	C/O ARPA
Conference Center	60	Administration - Building Maintenance	247,241	-	100	100	100-33-0000-60-499-3301-00-01-63100	C/O
Conference Center	60	Administration - Equipment Maint/Repair	70,007	-	100	100	100-33-0000-60-499-3301-00-01-63400	C/O
Conference Center	60	Administration - Payments to Other Agencies	45,171	-	100	100	100-33-0000-60-499-3301-00-01-64130	C/O
Conference Center	60	Administration - Technology Equipment	283,533	-	100	100	100-33-0000-60-499-3301-00-01-65045	C/O
Conference Center	60	Administration - Other Equipment	148,313	-	100	100	100-33-0000-60-499-3301-00-01-65050	C/O
Conference Center	60	Administration - Other Capital Equipment	209,235	-	100	100	100-33-0000-60-499-3301-00-01-67270	C/O
Conference Center	60	Administration - Payments to Other Agencies	35,557	-	100	100	100-33-0000-60-499-3301-00-01-64130	C/O
Conference Center	60	Administration - Payments to Other Agencies	100,000	-	100	100	100-33-0000-60-499-3301-00-01-64130	C/O
Conference Center	60	Administration - Other Equipment	4,303	-	100	100	100-33-0000-60-499-3301-00-01-65050	C/O
Recreation Division	76	Sutton Pool Zero Depth Repair - Other Professional Service	1,500	-	102	102	102-34-0000-76-750-3470-00-02-64900	C/O
Recreation Division	76	Flora Pool Water Side Repair - Engineering - Outsourced	2,000	-	102	102	102-34-0000-76-750-3470-00-02-64070	C/O
Recreation Division	76	Golf Course Irrigation - Other Capital Outlay	153,520	-	102	102	102-34-0000-76-750-3470-00-02-67990	C/O
Recreation Division	76	LS Deferred Maint Assess - Other Professional Service	90,000	-	101	101	101-34-0000-76-750-3470-00-02-64900	C/O
Recreation Division	76	Quality of Life Assess - Other Capital Outlay	40,000	-	102	102	102-34-0000-76-750-3470-00-02-67990	C/O
Recreation Division	40	Golf - Vehicles	20,000	-	100	100	100-34-3403-40-440-3402-00-01-67100	C/O
Recreation Division	40	Golf - Mowing Equipment	11,650	-	100	100	100-34-3403-40-440-3402-00-01-67110	C/O
Recreation Division	40	Recreation Classes - Payments to Other Agencies	20,000	-	100	100	100-34-0000-40-440-3408-00-01-64130	C/O
Recreation Division	40	Recreation Classes - Instructors	25,000	-	100	100	100-34-0000-40-440-3408-00-01-64835	C/O
Recreation Division	40	Recreation Classes - Technology Equipment	5,800	-	100	100	100-34-0000-40-440-3408-00-01-65045	C/O
Recreation Division	40	Recreation Classes - Program Materials	25,000	-	100	100	100-34-0000-40-440-3408-00-01-65025	C/O
Recreation Division	40	Administration - Payments to Other Agencies	213,544	-	100	100	100-34-0000-40-440-3401-00-01-64130	C/O
Recreation Division	40	Administration - Payments to Other Agencies	(213,544)	-	100	100	100-34-0000-40-440-3401-00-01-64130	Shift to Ice Center
Recreation Division	40	Ice Center Admin - Payments to Other Agencies	213,544	-	100	100	100-28-0000-40-460-2801-00-01-64130	Shift from Recreation
Library	76	Replace Water Line Librar - Buildings	68,383	-	102	102	102-36-0000-76-750-3670-00-02-67500	C/O
Library	40	Administration - Overtime	6,700	-	100	100	100-36-0000-40-410-3601-00-01-60400	C/O
Library	40	Administration - Advertising	5,900	-	100	100	100-36-0000-40-410-3601-00-01-64020	C/O
Library	40	Administration - Copying	4,700	-	100	100	100-36-0000-40-410-3601-00-01-64145	C/O
Library	40	Administration - Other Professional Service	3,700	-	100	100	100-36-0000-40-410-3601-00-01-64900	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Fund	GL ACCOUNT	Explanation
			Amount	Amount				
Library	40	Administration - Postage/Shipping	9,000	-		100	100-36-0000-40-410-3601-00-01-65080	C/O
Library	40	Adult Services - Salaries-Regular Full Time	9,500	-		100	100-36-0000-40-410-3602-00-01-60100	C/O
Library	40	Adult Services - Salaries - Regular Part Time	10,500	-		100	100-36-0000-40-410-3602-00-01-60200	C/O
Library	40	Adult Services - Overtime	6,500	-		100	100-36-0000-40-410-3602-00-01-60400	C/O
Library	40	Children Services - Salaries - Regular Part Time	18,000	-		100	100-36-0000-40-410-3603-00-01-60200	C/O
Library	40	Children Services - Overtime	3,000	-		100	100-36-0000-40-410-3603-00-01-60400	C/O
Library	40	Children Services - Outsourced Labor	9,000	-		100	100-36-0000-40-410-3603-00-01-64030	C/O
Library	40	Circulation Services - Salaries - Regular Part Time	20,500	-		100	100-36-0000-40-410-3604-00-01-60200	C/O
Library	40	Circulation Services - Overtime	4,800	-		100	100-36-0000-40-410-3604-00-01-60400	C/O
Library	40	Circulation Services - Outsourced Labor	1,500	-		100	100-36-0000-40-410-3604-00-01-64030	C/O
Library	40	Information Technology - Salaries - Regular Part Time	6,200	-		100	100-36-0000-40-410-3607-00-01-60200	C/O
Library	40	Information Technology - Overtime	3,500	-		100	100-36-0000-40-410-3607-00-01-60400	C/O
Library	40	Administration - Salaries-Regular Full Time	36,000	-		100	100-36-0000-40-410-3601-00-01-60100	C/O
Library	40	Administration - Salaries - Regular Part Time	4,500	-		100	100-36-0000-40-410-3601-00-01-60200	C/O
Library	40	Administration - Overtime	(6,700)	-		100	100-36-0000-40-410-3601-00-01-60400	Shift To Cap Proj
Library	40	Administration - Advertising	(5,900)	-		100	100-36-0000-40-410-3601-00-01-64020	Shift To Cap Proj
Library	40	Administration - Copying	(4,700)	-		100	100-36-0000-40-410-3601-00-01-64145	Shift To Cap Proj
Library	40	Administration - Other Professional Service	(3,700)	-		100	100-36-0000-40-410-3601-00-01-64900	Shift To Cap Proj
Library	40	Administration - Postage/Shipping	(9,000)	-		100	100-36-0000-40-410-3601-00-01-65080	Shift To Cap Proj
Library	40	Adult Services - Salaries-Regular Full Time	(9,500)	-		100	100-36-0000-40-410-3602-00-01-60100	Shift To Cap Proj
Library	40	Adult Services - Salaries - Regular Part Time	(10,500)	-		100	100-36-0000-40-410-3602-00-01-60200	Shift To Cap Proj
Library	40	Adult Services - Overtime	(6,500)	-		100	100-36-0000-40-410-3602-00-01-60400	Shift To Cap Proj
Library	40	Children Services - Salaries - Regular Part Time	(18,000)	-		100	100-36-0000-40-410-3603-00-01-60200	Shift To Cap Proj
Library	40	Children Services - Overtime	(3,000)	-		100	100-36-0000-40-410-3603-00-01-60400	Shift To Cap Proj
Library	40	Children Services - Outsourced Labor	(9,000)	-		100	100-36-0000-40-410-3603-00-01-64030	Shift To Cap Proj
Library	40	Circulation Services - Salaries - Regular Part Time	(20,500)	-		100	100-36-0000-40-410-3604-00-01-60200	Shift To Cap Proj
Library	40	Circulation Services - Overtime	(4,800)	-		100	100-36-0000-40-410-3604-00-01-60400	Shift To Cap Proj
Library	40	Circulation Services - Outsourced Labor	(1,500)	-		100	100-36-0000-40-410-3604-00-01-64030	Shift To Cap Proj
Library	40	Information Technology - Salaries - Regular Part Time	(6,200)	-		100	100-36-0000-40-410-3607-00-01-60200	Shift To Cap Proj
Library	40	Information Technology - Overtime	(3,500)	-		100	100-36-0000-40-410-3607-00-01-60400	Shift To Cap Proj
Library	40	Administration - Salaries-Regular Full Time	(36,000)	-		100	100-36-0000-40-410-3601-00-01-60100	Shift To Cap Proj
Library	40	Administration - Salaries - Regular Part Time	(4,500)	-		100	100-36-0000-40-410-3601-00-01-60200	Shift To Cap Proj
Library	76	Capital Projects - Engineering - Outsourced	5,500	-		100	100-36-0000-76-750-3670-00-02-64070	Shift from Operating
Library	76	Capital Projects - Consulting Engineers	18,000	-		100	100-36-0000-76-750-3670-00-02-64850	Shift from Operating
Library	76	Capital Projects - Consulting Engineers	140,000	-		100	100-36-0000-76-750-3670-00-02-64850	Shift from Operating
Conference Center	76	GRC DECORATIVE CONCRETE - Engineering - Outsourced	7,586	-		100	100-33-0000-76-750-3370-00-02-64070	C/O ARPA
Conference Center	60	GRC Equipment Acquisition - Other Capital Equipment	84,740	-		100	100-33-0000-60-499-3301-00-01-67270	C/O ARPA
Water	76	SCADA and Communications Imp - Technology Equipment	345,341	-		100	100-42-0000-76-750-4270-00-02-65045	C/O ARPA
Water	76	SCADA and Communications Imp - Other Capital Outlay	263,358	-		100	100-42-0000-76-750-4270-00-02-67990	C/O ARPA
Water	76	BRIARWOOD SUB MAIN EXT - Other Capital Outlay	6,324	-		100	100-42-0000-76-750-4270-00-02-67990	C/O ARPA
Airport	20	Airport Minimum Revenue Guarantee - Federal Grants	-	1,500,000		100	100-51-0000-20-280-5150-04-01-44000	C/O
Airport	20	Airport Minimum Revenue Guarantee - Payments to Other Agencies	1,013,265	-		100	100-51-0000-20-280-5101-00-01-64130	C/O
Airport	20	Airport Minimum Revenue Guarantee - Payments to Other Agencies	(50,000)	-		100	100-51-0000-20-280-5101-00-01-64130	Shift to Advertising
Airport	20	Airport Minimum Revenue Guarantee - Advertising	50,000	-		100	100-51-0000-20-280-5101-00-01-64020	Shift from Pymt Oth Ag
Airport	20	Airport Minimum Revenue Guarantee - Payments to Other Agencies	350,000	-		100	100-51-0000-20-280-5101-00-01-64130	Shift from Fiber Master
Airport	76	Fiber Cable Masterplan Impl - Other Capital Outlay	(350,000)	-		100	100-55-0000-76-750-5570-00-02-67990	Shift to Airport Min
Airport	20	CARES ACT - Airport Grant - Federal Grants	-	240,549		100	100-51-0000-20-280-5150-04-01-44000	C/O
Public Works	20	Riverfront Management - Mowing Equipment	10,000	-		100	100-54-0000-20-299-5402-00-01-67110	C/O
Public Works	20	Street Signs and Markings - Engineering - Internal	22,000	-		100	100-54-0000-20-240-5405-00-01-64075	C/O
Public Works	20	One Call Location Service - Engineering - Internal	21,548	-		100	100-54-0000-20-299-5409-00-01-64075	C/O
Public Works	76	Central Storage Roof Repair - Other Capital Outlay	15,095	-		102	102-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	Central Storage Roof Repair - Other Capital Outlay	(15,095)	-		102	102-54-0000-76-750-5470-00-02-67990	Shift to 5429900018
Public Works	76	MSC - Fuel System - Other Capital Outlay	15,095	-		102	102-54-0000-76-750-5470-00-02-67990	Shift from 5465000001
Engineering	20	Traffic Engineering - Technology Equip Maint Cont	83,154	-		100	100-55-5513-20-240-5504-00-01-64980	C/O
Engineering	60	Facilities Management - Building Maintenance	58,195	-		100	100-55-5514-60-650-5505-00-01-63100	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Engineering	60	Facilities Management - Building Maintenance	29,923	-	100 100-55-5518-60-650-5505-00-01-63100	C/O
Engineering	76	Schmitt Island multimodal acc - Engineering - Internal	4,238	-	102 102-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Trail Planning - Other Professional Service	27,038	-	102 102-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	SCHMITT ISLAND TRAIL - Other Capital Outlay	4,798	-	102 102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	SCHMITT ISLAND TRAIL - Federal Grants	-	573,659	102 102-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	Connecting DT Destinations - Other Professional Service	109,724	-	102 102-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Fiber Cable Masterplan Impl - Other Capital Outlay	310,338	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	ALLIANT ENERGY BROADBAND - Other Capital Outlay	74,116	-	100 100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	FIBER BACKBONE - Other Capital Outlay	1,016,357	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	FIBER REDUNDANT LOOP - Other Capital Outlay	144,633	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	Kerper Blvd Fiber and Cam - Other Capital Outlay	17,150	-	102 102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	ARPA - BROADBAND IMON BUILDOUT - Other Capital Outlay	250,308	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	Old Mill Road Lift Station - Engineering - Internal	812,382	-	100 100-55-0000-76-750-5570-00-02-64075	C/O ARPA
Engineering	80	CEDAR/TERM ASSESSMENTS - Other Contractual Service	217,243	-	100 100-55-0000-80-815-5570-00-02-64990	C/O ARPA
Engineering	76	ASSET MANAGEMENT - Other Capital Outlay	723,574	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	\$9.4 GREEN ALLEYS - Other Capital Outlay	348,000	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	\$9.4 GREEN ALLEYS - Other Capital Outlay	(347,990)	-	100 100-55-0000-76-750-5570-00-02-67990	Shift to 5581500018
Engineering	76	PERV PAVE BB RR SPONSOR - Other Capital Outlay	347,990	-	100 100-55-0000-76-750-5570-00-02-67990	Shift from 5581500038
Engineering	76	Broadway Sanitary Sewer Improvement - Other Capital Outlay	103,472	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	Kerper Blvd Lift Station - Other Capital Outlay	1,798,266	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	76	Schmitt Island Sanitary Improvement - Other Capital Outlay	216,996	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Engineering	80	PERV PAVE BB RR SPONSOR - Other Contractual Service	312,385	-	100 100-55-0000-80-815-5570-00-02-64990	C/O ARPA
Engineering	76	City Hall HR Office Remodel - Other Professional Service	1,465	-	102 102-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Old Engine House Build-Out - Other Professional Service	15,000	-	100 100-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	ENGINEERING FF&E UPDATE - Engineering - Internal	5,000	-	102 102-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	ENGINEERING FF&E UPDATE - Other Capital Outlay	49,468	-	102 102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	MFC Tuckpointing - Buildings	(23,000)	-	100 100-55-0000-76-750-5570-00-02-67500	Shift to 5565000021
Engineering	76	MFC 2nd Floor - Buildings	23,000	-	100 100-55-0000-76-750-5570-00-02-67500	Shift from 5565000017
Engineering	76	MFC 2nd Floor - Buildings	47,601	-	100 100-55-0000-76-750-5570-00-02-67500	Adjust to Actual
Engineering	76	Sidewalk Inspection Program - Other Capital Outlay	11,106	-	100 100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Hillcrest Rd Sidewalk - Engineering - Internal	10,000	-	100 100-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Hillcrest Rd Sidewalk - Other Capital Outlay	65,000	-	100 100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Hillcrest Rd Sidewalk - Sidewalk Assessment	-	75,000	100 100-55-0000-76-750-5570-00-02-46020	C/O
Engineering	76	Pavement Rehabilitation - Engineering - Outsourced	14,322	-	102 102-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	Pavement Rehabilitation - Other Capital Outlay	8,052	-	102 102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Tourism Signage Port of D - Other Capital Outlay	17,985	-	100 100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Riverwalk Security Camera - Technology Equipment	19,357	-	102 102-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	Capital Projects - Other Capital Outlay	520,000	-	100 100-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	Capital Projects - Other Capital Outlay	400,000	-	100 100-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	MFC 2nd Floor - Other Capital Outlay	376,691	-	100 100-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Economic Development	40	Arts and Cultural Affairs - Technology Services	(38,414)	-	100 100-60-0000-40-520-6002-00-01-64190	Shift to Spec Events
Economic Development	40	Arts and Cultural Affairs - Special Events	38,414	-	100 100-60-0000-40-520-6002-00-01-64115	Shift from Tech Serv
Engineering	76	MFC 2nd Floor - Other Capital Outlay	796,043	-	100 100-55-0000-76-750-5570-00-02-67990	C/O ARPA
Economic Development	76	EPA MULTIPURPOSE BRWNFLD - Engineering - Outsourced	305,149	-	100 100-60-0000-76-750-6070-00-02-64070	C/O
Economic Development	76	Kerper Blvd Revite - Other Professional Service	100,000	-	102 102-60-0000-76-750-6070-00-02-64900	C/O
Economic Development	76	AIRPORT REVENUE GUARANTEE - Payments to Other Agencies	150,000	-	100 100-60-0000-76-750-6070-00-02-64130	Adjust to Actual
Economic Development	50	Economic Development - Pay to Other Agency	1,000,000	-	100 100-60-0000-50-520-6001-00-01-64130	C/O ARPA
Housing	10	Inspect and Construction Svcs - Vehicles	28,639	-	100 100-61-6104-10-170-6103-00-01-67100	C/O
Housing	10	Inspect and Construction Svcs - Meetings & Conferences	3,493	-	100 100-61-6102-10-170-6103-00-01-62400	C/O
Housing	10	Inspect and Construction Svcs - Technology Equipment	1,050	-	100 100-61-6104-10-170-6103-00-01-65045	C/O
Housing	10	Inspect and Construction Svcs - Other Contractual Service	6,635	-	100 100-61-6106-10-170-6103-00-01-64990	C/O
Housing	10	Inspect and Construction Svcs - Other Contractual Service	5,000	-	100 100-61-6104-10-170-6103-00-01-64990	C/O
Housing	10	Inspect and Construction Svcs - Other Contractual Service	(6,635)	-	100 100-61-6106-10-170-6103-00-01-64990	Shift to Demolitions

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Fund	GL ACCOUNT	Explanation
			Amount	Amount				
Housing	10	Inspect and Construction Svcs - Other Contractual Service	(5,000)	-		100	100-61-6104-10-170-6103-00-01-64990	Shift to Demolitions
Housing	10	Inspect and Construction Svcs - Building Demolitions	11,635	-		100	100-61-6106-10-170-6103-00-01-64087	Shift from Oth Cont Serv
Housing	50	Property Rehab Program - Escrow Payment	4,870	-		100	100-61-0000-50-530-6102-00-01-64132	C/O
Housing	76	Urban Ag & Innov Prod Grant - Federal Grants	-	288,625		100	100-61-0000-76-750-6170-00-01-44000	C/O
Housing	50	HOME Grant - Tenant Based Rental As - Grants	54,396	-		100	100-61-6127-50-530-6150-00-01-64135	C/O
Housing	50	HOME Grant - Tenant Based Rental As - Grants	1,050	-		100	100-61-6127-50-530-6150-00-01-64135	C/O
Housing	50	HOME Grant - Tenant Based Rental As - Federal Grants	-	55,875		100	100-61-6127-50-530-6150-04-01-44000	C/O
Housing	50	HOME Grant - Tenant Based Rental As - Contrib - Private Sources	-	27,700		100	100-61-6127-50-530-6150-04-01-47050	C/O
Housing	76	Urban Ag & Innov Prod Grant - Grants	198,818	-		100	100-61-0000-76-750-6170-00-02-64135	C/O
Housing	76	Neighborhood Reinvestment - Grants	3,170	-		101	101-61-0000-76-750-6170-00-02-64135	Adjust to Actual
Housing	76	Neighborhood Reinvestment - Grants	159,209	-		101	101-61-0000-76-750-6170-00-02-64135	C/O
Planning	76	Hist Preservation Tech Assist - Other Professional Service	13,697	-		102	102-62-0000-76-750-6270-00-02-64900	C/O
Planning	76	Hist Preservation Tech Assist - Federal Grants	-	3,000		102	102-62-0000-76-750-6270-05-02-44000	C/O
Planning	76	Two CLG 20th C Surveys - Federal Grants	-	10,000		102	102-62-0000-76-750-6270-00-02-44000	C/O
Planning	76	Two CLG 20th C Surveys - Other Professional Service	10,000	-		102	102-62-0000-76-750-6270-00-02-64900	C/O
Planning	76	CLG Voelker Highlands Survey - Other Professional Service	7,000	-		102	102-62-0000-76-750-6270-00-02-64900	C/O
Planning	76	CLG Voelker Highlands Survey - Federal Grants	-	7,000		102	102-62-0000-76-750-6270-00-02-44000	C/O
Planning	50	Administration - Meetings & Conferences	3,035	-		100	100-62-0000-50-540-6201-00-01-62400	C/O
Planning	50	Development Services - Meetings & Conferences	2,291	-		100	100-62-0000-50-540-6202-00-01-62400	C/O
Planning	50	Development Services - Education Reimbursement	1,730	-		100	100-62-0000-50-540-6202-00-01-62500	C/O
Planning	50	Development Services - Advertising	10,315	-		100	100-62-0000-50-540-6202-00-01-64020	C/O
Planning	50	Development Services - Technology Services	44,908	-		100	100-62-0000-50-540-6202-00-01-64190	C/O
Planning	50	Development Services - Other Professional Service	100,000	-		100	100-62-0000-50-540-6202-00-01-64900	C/O
Planning	50	Development Services - Technology Equipment	332	-		100	100-62-0000-50-540-6202-00-01-65045	C/O
Planning	50	Planning/Historic Preservation - Special Events	500	-		100	100-62-0000-50-540-6203-00-01-64115	C/O
Planning	30	Off of Equity and Human Rights - Speakers	603	-		100	100-16-0000-30-399-1601-00-01-64860	C/O
Human Resources	60	Administration - Education Reimbursement	26,203	-		100	100-67-0000-60-699-6701-00-01-62500	C/O
Human Resources	60	Administration - Education Reimbursement	(26,203)	-		100	100-67-0000-60-699-6701-00-01-62500	Shift to Training
Human Resources	60	Administration - Training	26,203	-		100	100-67-0000-60-699-6701-00-01-62300	Shift from Ed Reimb
Human Resources	60	Administration - Other Professional Service	5,000	-		100	100-67-0000-60-699-6701-00-01-64900	Adjust to Actual
Human Resources	60	Administration - Training	54,800	-		100	100-67-0000-60-699-6701-00-01-62300	Adjust to Actual
Human Resources	60	Administration - Training	(17,000)	-		100	100-67-0000-60-699-6701-00-01-62300	Shift to Tech Serv
Human Resources	60	Administration - Technology Services	17,000	-		100	100-67-0000-60-699-6701-00-01-64190	Shift from Training
Office Shared Prosp & Nd Support	50	Grants - Contrib - Private Sources	-	7,500		100	100-68-0000-50-510-6850-04-01-47050	C/O
Office Shared Prosp & Nd Support	50	Administration - Grants	7,500	-		100	100-68-0000-50-510-6801-00-01-64135	C/O
Public Information Office	76	GIS System Implementation - Other Professional Service	41,640	-		102	102-69-0000-76-750-6970-00-02-64900	C/O
City Manager's Office	76	All America City Application - Payments to Other Agencies	20,000	-		102	102-72-0000-76-750-7270-00-02-64130	C/O
City Manager's Office	76	Green House Gas & Climate - Other Professional Service	35,740	-		102	102-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	76	Green House Gas & Climate - Other Professional Service	1,529	-		101	101-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	60	Administration - Association Dues	6,290	-		100	100-72-0000-60-610-7201-00-01-62100	C/O
City Manager's Office	60	Administration - Other Professional Service	119,349	-		100	100-72-0000-60-610-7201-00-01-64900	C/O
City Manager's Office	60	Administration - Meetings & Conferences	2,850	-		100	100-72-0000-60-610-7201-00-01-62400	C/O
City Manager's Office	60	Administration - Education Reimbursement	59,500	-		100	100-72-0000-60-610-7201-00-01-62500	C/O
City Manager's Office	60	Sustainability - Salaries-Regular Full Time	33,003	-		100	100-72-0000-60-610-7202-00-01-60100	C/O
City Manager's Office	60	Sustainability - Hourly Wages - Temp/Seasonal	8,059	-		100	100-72-0000-60-610-7202-00-01-60300	C/O
City Manager's Office	60	Sustainability - FICA - City Contribution	3,490	-		100	100-72-0000-60-610-7202-00-01-61100	C/O
City Manager's Office	60	Sustainability - IPERS - City Contribution	4,680	-		100	100-72-0000-60-610-7202-00-01-61300	C/O
City Manager's Office	60	Sustainability - Health Insurance	7,719	-		100	100-72-0000-60-610-7202-00-01-61510	C/O
City Manager's Office	60	Sustainability - Life Insurance	19	-		100	100-72-0000-60-610-7202-00-01-61540	C/O
City Manager's Office	60	Sustainability - Association Dues	2,818	-		100	100-72-0000-60-610-7202-00-01-62100	C/O
City Manager's Office	60	Sustainability - Mileage	556	-		100	100-72-0000-60-610-7202-00-01-62325	C/O
City Manager's Office	60	Sustainability - Meetings & Conferences	4,073	-		100	100-72-0000-60-610-7202-00-01-62400	C/O
City Manager's Office	60	Sustainability - Special Events	17,892	-		100	100-72-0000-60-610-7202-00-01-64115	C/O
City Manager's Office	60	Sustainability - Payments to Other Agencies	16,511	-		100	100-72-0000-60-610-7202-00-01-64130	C/O
City Manager's Office	60	Sustainability - Other Professional Service	37,612	-		100	100-72-0000-60-610-7202-00-01-64900	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund	GL ACCOUNT	Explanation
City Manager's Office	60	Sustainability - Program Materials	16,601	-	100	100-72-0000-60-610-7202-00-01-65025	C/O
City Manager's Office	60	Sustainability - Printing	5,194	-	100	100-72-0000-60-610-7202-00-01-64140	C/O
City Manager's Office	60	GreenCorps - Payments to Other Agencies	10,000	-	100	100-72-0000-60-610-7203-00-01-64130	C/O
City Manager's Office	60	Sustainability - Payments to Other Agencies	123,070	-	100	100-72-0000-60-610-7202-00-01-64130	New Grant
City Manager's Office	60	Sustainability - Federal Grants	-	123,070	100	100-72-0000-60-610-7202-04-01-44000	New Grant
City Manager's Office	60	Administration - Salaries-Regular Full Time	18,053	-	100	100-72-0000-60-610-7201-00-01-60100	Adjust to Actual
City Manager's Office	60	Administration - FICA - City Contribution	1,381	-	100	100-72-0000-60-610-7201-00-01-61100	Adjust to Actual
City Manager's Office	60	Administration - IPERS - City Contribution	1,705	-	100	100-72-0000-60-610-7201-00-01-61300	Adjust to Actual
City Clerk	60	Administration - Technology Services	35,082	-	100	100-73-0000-60-620-7301-00-01-64190	C/O
City Clerk	60	Elections - Election	10,275	-	100	100-73-0000-60-620-7302-00-01-64950	C/O
City Clerk	60	Administration - Sister City Program	1,800	-	100	100-73-0000-60-620-7301-00-01-64960	C/O
City Clerk	60	Administration - Civil Service	7,897	-	100	100-73-0000-60-620-7301-00-01-64955	C/O
City Clerk	60	Administration - Code Supplements	6,365	-	100	100-73-0000-60-620-7301-00-01-65920	C/O
City Clerk	60	Elections - Election	(10,275)	-	100	100-73-0000-60-620-7302-00-01-64950	Shift to Administration
City Clerk	60	Administration - Technology Services	10,275	-	100	100-73-0000-60-620-7301-00-01-64190	Shift from Elections
Finance	76	Computer System Upgrade - Other Professional Service	173,688	-	100	100-74-0000-76-750-7470-00-02-64900	C/O
Information Technology	76	Data Center - Other Professional Service	31,687	-	102	102-77-0000-76-750-7770-00-02-64900	C/O ARPA
City Attorney's Office	60	Administration - Administrative Judge	22,500	-	100	100-76-0000-60-640-7601-00-01-64945	C/O
City Attorney's Office	60	Administration - Furniture/Fixtures	10,000	-	100	100-76-0000-60-640-7601-00-01-67210	C/O
Information Technology	76	IS Office Redesign - Other Professional Service	25,000	-	102	102-77-0000-76-750-7770-00-02-64900	C/O
Information Technology	76	IS Office Redesign - Buildings	50,000	-	102	102-77-0000-76-750-7770-00-02-67500	C/O
Information Technology	76	Fiber Optic/Conduit Maint - Other Professional Service	95,829	-	101	101-77-0000-76-750-7770-00-02-64900	C/O
Information Technology	76	Fiber Optic/Conduit Maint - Other Professional Service	(95,829)	-	101	101-77-0000-76-750-7770-00-02-64900	Shift to 7769900003
Information Technology	76	Data Center - Other Professional Service	95,829	-	101	101-77-0000-76-750-7770-00-02-64900	Shift from 7769900004
Information Technology	76	Ransomware Defender - Technology Equipment	3,210	-	102	102-77-0000-76-750-7770-00-02-65045	C/O
Information Technology	76	Ransomware Defender - Technology Equipment	(3,210)	-	102	102-77-0000-76-750-7770-00-02-65045	Shift to 7769900003
Information Technology	76	Data Center - Technology Equipment	3,210	-	102	102-77-0000-76-750-7770-00-02-65045	Shift from 7769900005
Information Technology	76	Workstation/Chair Replacement - Furniture/Fixtures	5,797	-	102	102-77-0000-76-750-7770-00-02-67210	C/O
Information Technology	76	Workstation/Chair Replacement - Furniture/Fixtures	(5,797)	-	102	102-77-0000-76-750-7770-00-02-67210	Shift to 7769900003
Information Technology	76	Data Center - Technology Equipment	5,797	-	102	102-77-0000-76-750-7770-00-02-65045	Shift from 7769900011
Information Technology	76	Network Sec Risk Assess - Other Professional Service	20,000	-	102	102-77-0000-76-750-7770-00-02-64900	C/O
Information Technology	76	Data Center - Other Professional Service	391,319	-	102	102-77-0000-76-750-7770-00-02-64900	C/O
Information Technology	76	Fiber Cable Masterplan Impl - Other Capital Outlay	(179,707)	-	100	100-55-0000-76-750-5570-00-02-67990	Shift to 7769900003
Information Technology	76	Data Center - Technology Equipment	179,707	-	102	102-77-0000-76-750-7770-00-02-65045	Shift from 5524000020
TOTAL GENERAL FUND			26,169,238	4,671,460			
ROAD USE TAX FUND							
Public Works	20	Snow and Ice Control - Equipment Maint/Repair	249,072	-	110	110-54-0000-20-250-5408-00-01-63400	C/O
Public Works	20	Snow and Ice Control - Equipment Maint/Repair	(249,072)	-	110	110-54-0000-20-250-5408-00-01-63400	Shift to 5429900018
Public Works	20	Snow and Ice Control - Hauling Contract	50,000	-	110	110-54-0000-20-250-5408-00-01-64985	C/O
Public Works	20	Snow and Ice Control - Hauling Contract	(50,000)	-	110	110-54-0000-20-250-5408-00-01-64985	Shift to 5429900018
Public Works	20	Snow and Ice Control - Overtime	1,440	-	110	110-54-0000-20-250-5408-00-01-60400	C/O
Public Works	20	Snow and Ice Control - Overtime	(1,440)	-	110	110-54-0000-20-250-5408-00-01-60400	Shift to 5429900018
Engineering	20	Project Engineering - Equipment Maint/Repair	109,155	-	110	110-55-5512-20-210-5502-00-01-63400	C/O
Engineering	20	Project Engineering - Technology Services	421,612	-	110	110-55-5512-20-210-5502-00-01-64190	C/O
Engineering	20	Project Engineering - Technology Equip Maint Cont	96,719	-	110	110-55-5512-20-210-5502-00-01-64980	C/O
Engineering	20	Project Engineering - Small Tools & Equipment	2,894	-	110	110-55-5512-20-210-5502-00-01-65040	C/O
Engineering	20	Project Engineering - Technology Equipment	377,926	-	110	110-55-5512-20-210-5502-00-01-65045	C/O
Engineering	20	Project Engineering - Traffic St Light Comp/Equip	36,562	-	110	110-55-5512-20-210-5502-00-01-65055	C/O
Engineering	20	Project Engineering - Traffic Security Cameras	192,681	-	110	110-55-5512-20-210-5502-00-01-65056	C/O
Public Works	76	MSC - Fuel System - Other Capital Outlay	300,512	-	110	110-54-0000-76-750-5470-00-02-67990	Shift from Eq Repair
Public Works	76	Curb Ramp Program - Engineering - Internal	65,000	-	110	110-54-0000-76-750-5470-00-02-64075	C/O
Public Works	76	Curb Ramp Program - Other Capital Outlay	584,104	-	110	110-54-0000-76-750-5470-00-02-67990	C/O
Engineering	76	Grandview Street Light Repl - Other Capital Outlay	20,343	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Traffic/Ped Crossing Warning - Engineering - Internal	1,000	-	110	110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Traffic/Ped Crossing Warning - Other Capital Outlay	4,731	-	110	110-55-0000-76-750-5570-00-02-67990	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Engineering	76	Trafic OPS Ctr Video Soft - Technology Equipment	31,557	-	110 110-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	32nd & Jackson Signal/Cam - Engineering - Internal	28,406	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	32nd & Jackson Signal/Cam - Other Capital Outlay	200,000	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Inet Fiber Build Out - Other Capital Outlay	75,000	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	ASSET MANAGEMENT - Other Capital Outlay	342,009	-	110 110-55-0000-76-750-5570-00-02-67990	Shift from 5521000004
Engineering	76	ASSET MANAGEMENT - Other Capital Outlay	79,565	-	110 110-55-0000-76-750-5570-00-02-67990	Shift from 5521000004
Engineering	76	South Heacock Road Const - Other Capital Outlay	(421,574)	-	110 110-55-0000-76-750-5570-00-02-67990	Shift to 5521000026
Engineering	76	Kerper Blvd Lift Station - Other Capital Outlay	300,000	-	110 110-55-0000-76-750-5570-00-02-67990	Shift from 5521000004
Engineering	76	South Heacock Road Const - Other Capital Outlay	(300,000)	-	110 110-55-0000-76-750-5570-00-02-67990	Shift to 5581500047
Engineering	76	East-West Corridor Capacity - Engineering - Internal	48,603	-	110 110-55-5512-76-750-5570-00-02-64075	C/O
Engineering	76	14th Street Overpass - Engineering - Internal	1,397	-	110 110-55-5512-76-750-5570-00-02-64075	Adjust to Actual
Engineering	76	East-West Corridor Capacity - Land	1,150,000	-	110 110-55-0000-76-750-5570-00-02-67300	C/O
Engineering	76	East-West Corridor Capacity - Federal Grants	-	1,200,000	110 110-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	South Heacock Road Const - Engineering - Internal	50,000	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	South Heacock Road Const - Other Professional Service	300,000	-	110 110-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	South Heacock Road Const - Buildings	180,000	-	110 110-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	South Heacock Road Const - Other Capital Outlay	266,764	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	South Heacock Road Const - Other Capital Outlay	953,236	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Pavement Rehabilitation - Other Capital Outlay	300,000	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	RAILROAD CROSS IMPROV - Engineering - Internal	2,512	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	PAVE PRES JOINT SEALING - Other Capital Outlay	26,564	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	SOUTH PORT REDEVELOPMENT - Other Capital Outlay	14,166	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Railroad Quiet Zone Study - Engineering - Internal	1,754	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Railroad Quiet Zone Study - Other Professional Service	8,479	-	110 110-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	FEMA 2004- Villa Wall - Engineering - Outsourced	38,000	-	110 110-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	FEMA 2004- Villa Wall - Engineering - Internal	99,360	-	110 110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	FEMA 2004- Villa Wall - Other Capital Outlay	847,929	-	110 110-55-0000-76-750-5570-00-02-67990	C/O
City Manager's Office	76	City-wide comp/printer replac - Technology Equipment	2,400	-	110 110-77-0000-76-750-7770-00-02-65045	C/O
Information Technology	76	City-wide comp/printer replac - Technology Equipment	7,567	-	110 110-77-0000-76-750-7770-00-02-65045	C/O
TOTAL ROAD USE TAX FUND			6,846,933	1,200,000		
<u>DOWNTOWN LOAN POOL FUND</u>						
Engineering	76	Old Engine House Build-Out - Other Capital Outlay	1,482	-	160 160-55-0000-76-750-5570-00-02-67990	C/O
Economic Development	76	Downtown Rehab Grant Program - Loans	349,829	-	160 160-60-0000-76-750-6070-00-02-64134	Adjust to Actual
TOTAL DOWNTOWN LOAN POOL FUND			351,311	-		
<u>VETERANS MEMORIAL FUND</u>						
Parks Division	40	Veterans Memorial - Building Maintenance	110,650	-	169 169-30-3014-40-430-3011-00-01-63100	C/O
Parks Division	40	Veterans Memorial - Other Capital Outlay	63,043	-	169 169-30-3014-40-430-3011-00-01-67990	C/O
Parks Division	40	Veterans Memorial - Other Capital Outlay	1,325	-	169 169-30-3015-40-430-3011-00-01-67990	C/O
Parks Division	40	Veterans Memorial - Building Maintenance	5,613	-	169 169-30-3014-40-430-3011-00-01-63100	Adjust to Actual
Parks Division	40	Veterans Memorial - Other Capital Outlay	32,815	-	169 169-30-3014-40-430-3011-00-01-67990	Adjust to Actual
TOTAL VETERNAS MEMORIAL FUND			213,446	-		
<u>CUSTOMER FACILITY CHARGE FUND</u>						
Airport	76	NEW TERM GUIDANCE SIGNAGE - Signage	19,001	-	178 178-51-0000-76-750-6170-00-02-65110	C/O
Airport	76	NEW TERM GUIDANCE SIGNAGE - Signage	(19,001)	-	178 178-51-0000-76-750-6170-00-02-65110	Shift to Capital Projects
Airport	76	NEW TERM GUIDANCE SIGNAGE - Signage	19,001	-	178 178-51-0000-76-750-5170-00-02-65110	Shift from Capital Projects
Airport	76	NEW TERM GUIDANCE SIGNAGE - Contrib - Private Sources	-	19,001	178 178-51-0000-76-750-5170-05-02-47050	C/O
TOTAL CUSTOMER FACILITY CHARGE FUND			19,001	19,001		
<u>SPECIAL ASSESSMENTS FUND</u>						
Engineering	00	No Sub-Activity - Assessments - Principal		584,524	179 179-10-0000-00-000-0000-03-01-46000	C/O
TOTAL SPECIAL ASSESSMENTS FUND			-	584,524		
<u>COMMUNITY DEVELOPMENT BLOCK GRANT FUND</u>						
Housing	40	Target Area Programming - Hourly Wages - Temp/Seasonal	(50,842)	-	180 180-34-0000-40-440-3431-00-01-60300	Shift to Publ Serv
Housing	40	Target Area Programming - FICA - City Contribution	(3,889)	-	180 180-34-0000-40-440-3431-00-01-61100	Shift to Publ Serv
Housing	40	Target Area Programming - IPERS - City Contribution	(3,088)	-	180 180-34-0000-40-440-3431-00-01-61300	Shift to Publ Serv

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Housing	40	Target Area Programming - Payments to Other Agencies	(51,427)	-	180 180-34-0000-40-440-3431-00-01-64130	Shift to Publ Serv
Housing	40	Target Area Programming - Printing	(195)	-	180 180-34-0000-40-440-3431-00-01-64140	Shift to Publ Serv
Housing	40	Target Area Programming - Officiating Services	(1,800)	-	180 180-34-0000-40-440-3431-00-01-64830	Shift to Publ Serv
Housing	40	Target Area Programming - Other Professional Service	(1,304)	-	180 180-34-0000-40-440-3431-00-01-64900	Shift to Publ Serv
Housing	40	Target Area Programming - Program Materials	(19,770)	-	180 180-34-0000-40-440-3431-00-01-65025	Shift to Publ Serv
Housing	40	Target Area Programming - Office Supplies	(183)	-	180 180-34-0000-40-440-3431-00-01-65060	Shift to Publ Serv
Housing	40	Target Area Programming - Janitorial	(256)	-	180 180-34-0000-40-440-3431-00-01-65965	Shift to Publ Serv
Housing	40	CDBG - FY24 PS Recreation - Hourly Wages - Temp/Seasonal	50,842	-	180 180-34-6119-40-440-3431-00-01-60300	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - FICA - City Contribution	3,889	-	180 180-34-6119-40-440-3431-00-01-61100	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - IPERS - City Contribution	3,088	-	180 180-34-6119-40-440-3431-00-01-61300	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - Payments to Other Agencies	51,427	-	180 180-34-6119-40-440-3431-00-01-64130	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - Printing	195	-	180 180-34-6119-40-440-3431-00-01-64140	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - Officiating Services	1,800	-	180 180-34-6119-40-440-3431-00-01-64830	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - Other Professional Service	1,304	-	180 180-34-6119-40-440-3431-00-01-64900	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - Program Materials	19,770	-	180 180-34-6119-40-440-3431-00-01-65025	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - Office Supplies	183	-	180 180-34-6119-40-440-3431-00-01-65060	Shift from Non-Div
Housing	40	CDBG - FY24 PS Recreation - Janitorial	256	-	180 180-34-6119-40-440-3431-00-01-65965	Shift from Non-Div
Housing	50	CDBG Administration - Community Dev Block Grants	-	825,162	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	CDBG Administration - Community Dev Block Grants	-	351,893	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	CDBG Administration - Community Dev Block Grants	-	312,435	180 180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	Administration - Services Other Depts	(8,710)	-	180 180-62-0000-50-510-6201-00-01-64005	Shift to 6100200224
Housing	50	CDBG - FY24 Zoning Enforcement - Services Other Depts	8,710	-	180 180-62-6125-50-510-6201-00-01-64005	Shift from Non-Div
Housing	50	Property Rehab Program - Printing	(50)	-	180 180-61-0000-50-530-6102-00-01-64140	Adjust to Actual
Housing	50	CDBG Administration - Salaries-Regular Full Time	(25,830)	-	180 180-61-0000-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	CDBG Administration - Community Dev Block Grants	-	4,269	180 180-61-0000-50-530-6150-04-01-44050	Adjust to Actual
Parks Division	76	Low/mod inc park improvements - Other Capital Outlay	126,851	-	180 180-30-6120-76-750-3070-00-02-67990	C/O
Parks Division	76	Low/mod inc park improvements - Internal Service Charge	(15,000)	-	180 180-30-0000-76-750-3070-00-02-64004	Shift to Oth Cap Outlay
Parks Division	76	Low/mod inc park improvements - Other Capital Outlay	15,000	-	180 180-30-6120-76-750-3070-00-02-67990	Shift from Int Serv
Parks Division	76	Low/mod inc park improvements - Other Capital Outlay	(135,000)	-	180 180-30-0000-76-750-3070-00-02-67990	Shift to Low-Mod Park
Parks Division	76	Low/mod inc park improvements - Other Capital Outlay	135,000	-	180 180-30-6120-76-750-3070-00-02-67990	Shift from Non Div
Housing	76	CDBG - FY24 Homeowner Rehab - Loans	49,583	-	180 180-61-6118-76-750-6170-00-02-64134	C/O
Housing	76	CDBG LHH Match - 2021 - Loans	37,522	-	180 180-61-6121-76-750-6170-00-02-64134	C/O
Housing	76	Lincoln Elementary Wellness Project - Grants	112,337	-	180 180-61-6123-76-750-6170-00-02-64135	C/O
Housing	76	IEDA CDBG-CV GRANT - Community Dev Block Grants	-	12,387	180 180-61-0000-76-750-6170-05-02-44050	C/O
Housing	76	Low/mod inc park improvements - Internal Service Charge	(15,000)	-	180 180-30-0000-76-750-3070-00-02-64004	Shift to Oth Cap Outlay
Housing	76	Low/mod inc park improvements - Other Capital Outlay	15,000	-	180 180-30-6120-76-750-3070-00-02-67990	Shift from Int Serv Fund
Housing	76	Low/mod inc park improvements - Other Capital Outlay	(135,000)	-	180 180-30-0000-76-750-3070-00-02-67990	Shift to Low-Mod Park
Housing	76	Low/mod inc park improvements - Other Capital Outlay	135,000	-	180 180-30-6120-76-750-3070-00-02-67990	Shift from Non-Div
Housing	76	Homeowner Rehab Program - Loans	(125,000)	-	180 180-61-0000-76-750-6170-00-02-64134	Shift to 6100200218
Housing	76	First-Time Home Buyer Program - Loans	(50,000)	-	180 180-61-0000-76-750-6170-00-02-64134	Shift to 6100200217
Housing	76	CDBG - FY24 Homebuyer Assistance - Loans	50,000	-	180 180-61-6117-76-750-6170-00-02-64134	Shift from 6129900004
Housing	76	CDBG - FY24 Homeowner Rehab - Loans	125,000	-	180 180-61-6118-76-750-6170-00-02-64134	Shift from 6119900002
Housing	76	CDBG - FY24 Homebuyer Assistance - Loans	(40,000)	-	180 180-61-6117-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	Capital Projects - Buildings	350,510	-	180 180-61-6126-76-750-6170-00-02-67500	Adjust to Actual
Housing	76	Penn Community Living Home Remodel - Other Capital Outlay	(41,025)	-	180 180-61-0000-76-750-6170-00-02-67990	Shift to ARC Comm
Housing	76	Penn Community Living Home Remodel - Other Capital Outlay	41,025	-	180 180-61-6128-76-750-6170-00-02-67990	Shift from Non-Div
Housing	76	Lead and Healthy Homes 2021 - Loans	(100,000)	-	180 180-61-6115-76-750-6170-00-02-64134	Shift to Ld Grt Match
Housing	76	CDBG LHH Match - 2021 - Loans	100,000	-	180 180-61-6121-76-750-6170-00-02-64134	Shift from Lead Paint
Housing	76	Low/Mod Small Biz Grants - Grants	(50,000)	-	180 180-60-0000-76-750-6070-00-02-64135	Shift to Microent
Housing	76	CDBG - FY24 ED Microenterprise - Grants	50,000	-	180 180-60-6122-76-750-6070-00-02-64135	Shift from Non-Div
Housing	76	Acquisition of Land for Emrtm - Land	(77,527)	-	180 180-61-0000-76-750-6170-00-02-67300	
Housing	76	CDBG - FY24 Homeowner Rehab - Loans	20,000	-	180 180-61-6118-76-750-6170-00-02-64134	Shift from Non-Div
TOTAL COMMUNITY DEVELOPMENT BLOCK FUND			553,396	1,506,146		

UDAG FUND

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Economic Development	76	JOB CREATION - Loans	21,480	-	184 184-60-0000-76-750-6070-00-02-64134	C/O
Housing	76	Capital Projects - Loans	934	-	184 184-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	Neighborhood Reinvestment - Loans	9,210	-	184 184-61-0000-76-750-6170-00-02-64134	C/O
		TOTAL UDAG FUND	31,624	-		
<u>HOUSING TRUST FUND</u>						
Housing	76	Housing Trust Fund - State Grants	-	80,343	185 185-61-0000-76-750-6170-05-02-44400	C/O
Housing	76	Housing Trust Fund - State Grants	-	212,986	185 185-61-0000-76-750-6170-05-02-44400	C/O
Housing	76	Housing Trust Fund - State Grants	-	231,167	185 185-61-0000-76-750-6170-05-02-44400	C/O
Housing	76	Housing Trust Fund - Loans	57,700	-	185 185-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	Housing Trust Fund - Loans	164,244	-	185 185-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	Housing Trust Fund - Loans	231,167	-	185 185-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	Housing Trust Fund - Loans	638,113	-	185 185-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	Housing Trust Fund - Loans	89,182	-	185 185-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	Housing Trust Fund - Payments to Other Agencies	48,295	-	185 185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	Housing Trust Fund - Payments to Other Agencies	53,169	-	185 185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	Housing Trust Fund - Loans	350	-	185 185-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	Housing Trust Fund - Loans	20,360	-	185 185-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	Housing Trust Fund - Loans	(57,500)	-	185 185-61-0000-76-750-6170-00-02-64134	Shift to Pmts Other
Housing	76	Housing Trust Fund - Payments to Other Agencies	57,500	-	185 185-61-0000-76-750-6170-00-02-64130	Shift from Loans
Housing	76	Housing Trust Fund - Payments to Other Agencies	5,084	-	185 185-61-0000-76-750-6170-00-02-64130	Adjust to Actual
		TOTAL HOUSING TRUST FUND	1,307,664	524,496		
<u>STATE RENTAL REHAB FUND</u>						
Housing	76	RRP Reserves - Buildings	309,520	-	186 186-61-0000-76-750-6170-00-02-67500	C/O
Housing	76	RRP Reserves - Loans	40,000	-	186 186-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	RRP Reserves - Loans	7,821	-	186 186-61-0000-76-750-6170-03-02-64134	Adjust to Actual
Housing	76	Home- Rental Five Points - Buildings	314,569	-	186 186-61-0000-76-750-6170-00-02-67500	C/O
Housing	76	Home- Rental Five Points - Buildings	7,276	-	186 186-61-0000-76-750-6170-00-02-67500	Adjust to Actual
Housing	76	LHAP Program - Buildings	122,137	-	186 186-61-0000-76-750-6170-00-02-67500	C/O
Housing	76	LHAP Program - Buildings	506	-	186 186-61-0000-76-750-6170-00-02-67500	Adjust to Actual
Housing	76	Homeowner Rehab Program - Loans	(20,000)	-	186 186-61-0000-76-750-6170-00-02-64134	Shift to Home Rehab
		TOTAL STATE RENTAL REHAB FUND	781,829	-		
<u>HOUSING CHOICE VOUCHER FUND</u>						
Housing	50	HCV Admin Fee - Education Reimbursement	12,801	-	189 189-61-0000-50-530-6107-00-01-62500	C/O
Housing	50	HCV Admin Fee - Accounting & Auditing	4,900	-	189 189-61-0000-50-530-6107-00-01-64010	C/O
		TOTAL HOUSING CHOICE VOUCHER FUND	17,701	-		
<u>CABLE TV FUND</u>						
Public Information Office	60	Media Services - Technology Equip Maint Cont	2,653	-	190 190-69-0000-60-699-6903-00-01-64980	C/O
Public Information Office	60	Media Services - Technology Equipment	4,185	-	190 190-69-0000-60-699-6903-00-01-65045	C/O
Public Information Office	60	Media Services - Hourly Wages - Temp/Seasonal	3,690	-	190 190-69-0000-60-699-6903-00-01-60300	C/O
Public Information Office	60	Media Services - Technology Services	10,000	-	190 190-69-0000-60-699-6903-00-01-64190	C/O
Public Information Office	60	Media Services - Technology Services	(10,000)	-	190 190-69-0000-60-699-6903-00-01-64190	Shift to Lib Mat
Public Information Office	60	Media Services - Library Materials	10,000	-	190 190-69-0000-60-699-6903-00-01-65020	Shift from Tech Serv
Public Information Office	60	Media Services - Meetings & Conferences	2,117	-	190 190-69-0000-60-699-6903-00-01-62400	C/O
Public Information Office	60	Media Services - Meetings & Conferences	(2,117)	-	190 190-69-0000-60-699-6903-00-01-62400	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	2,117	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Mtg & Conf
Public Information Office	60	Media Services - Education Reimbursement	2,500	-	190 190-69-0000-60-699-6903-00-01-62500	C/O
Public Information Office	60	Media Services - Education Reimbursement	(2,500)	-	190 190-69-0000-60-699-6903-00-01-62500	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	2,500	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Ed Reimb
Public Information Office	60	Media Services - Equipment Maint/Repair	4,563	-	190 190-69-0000-60-699-6903-00-01-63400	C/O
Public Information Office	60	Media Services - Equipment Maint/Repair	(4,563)	-	190 190-69-0000-60-699-6903-00-01-63400	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	4,563	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Eq Mnt
Public Information Office	60	Media Services - Rental - Equipment	1,500	-	190 190-69-0000-60-699-6903-00-01-64150	C/O
Public Information Office	60	Media Services - Rental - Equipment	(1,500)	-	190 190-69-0000-60-699-6903-00-01-64150	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	1,500	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Rental Eq

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Public Information Office	60	Media Services - Outsourced Labor	1,000	-	190 190-69-0000-60-699-6903-00-01-64030	C/O
Public Information Office	60	Media Services - Outsourced Labor	(1,000)	-	190 190-69-0000-60-699-6903-00-01-64030	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	1,000	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Out Labor
Public Information Office	60	Media Services - Technology Services	7,230	-	190 190-69-0000-60-699-6903-00-01-64190	C/O
Public Information Office	60	Media Services - Technology Services	(7,230)	-	190 190-69-0000-60-699-6903-00-01-64190	Shift to Advertising
Public Information Office	60	Public Information Office - Advertising	7,230	-	190 190-69-0000-60-699-6901-00-01-64020	Shift from Tech Serv
Public Information Office	60	Media Services - Technology Equip Maint Cont	2,347	-	190 190-69-0000-60-699-6903-00-01-64980	C/O
Public Information Office	60	Media Services - Technology Equip Maint Cont	(2,347)	-	190 190-69-0000-60-699-6903-00-01-64980	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	2,347	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Tech Eq Mnt
Public Information Office	60	Media Services - Technology Equipment	1,086	-	190 190-69-0000-60-699-6903-00-01-65045	C/O
Public Information Office	60	Media Services - Technology Equipment	(1,086)	-	190 190-69-0000-60-699-6903-00-01-65045	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	1,086	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Tech Eq
Public Information Office	60	Media Services - Operating Supplies	1,500	-	190 190-69-0000-60-699-6903-00-01-65070	C/O
Public Information Office	60	Media Services - Operating Supplies	(1,500)	-	190 190-69-0000-60-699-6903-00-01-65070	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	1,500	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Op Supp
Public Information Office	60	Public Information Office - Salaries - Regular Part Time	18,000	-	190 190-69-0000-60-699-6901-00-01-60200	C/O
Public Information Office	60	Public Information Office - Salaries - Regular Part Time	(18,000)	-	190 190-69-0000-60-699-6901-00-01-60200	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	18,000	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Salaries-PT
Public Information Office	60	Public Information Office - Overtime	3,000	-	190 190-69-0000-60-699-6901-00-01-60400	C/O
Public Information Office	60	Public Information Office - Overtime	(3,000)	-	190 190-69-0000-60-699-6901-00-01-60400	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	3,000	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Salaries-OT
Public Information Office	60	Public Information Office - Special Events	8,000	-	190 190-69-0000-60-699-6901-00-01-64115	C/O
Public Information Office	60	Public Information Office - Special Events	(8,000)	-	190 190-69-0000-60-699-6901-00-01-64115	Shift to Tech Serv
Public Information Office	60	Public Information Office - Technology Services	8,000	-	190 190-69-0000-60-699-6901-00-01-64190	Shift from Spec Events
Public Information Office	60	Public Information Office - Meetings & Conferences	3,000	-	190 190-69-0000-60-699-6901-00-01-62400	C/O
Public Information Office	60	Public Information Office - Advertising	9,000	-	190 190-69-0000-60-699-6901-00-01-64020	C/O
Public Information Office	60	Public Information Office - Printing	3,500	-	190 190-69-0000-60-699-6901-00-01-64140	C/O
Public Information Office	60	Public Information Office - Printing	(3,500)	-	190 190-69-0000-60-699-6901-00-01-64140	Shift to Furn
Public Information Office	60	Public Information Office - Furniture/Fixtures	3,500	-	190 190-69-0000-60-699-6901-00-01-67210	Shift from Printing
Public Information Office	60	Public Information Office - Printing	18,000	-	190 190-69-0000-60-699-6901-00-01-64140	C/O
Public Information Office	60	Public Information Office - Printing	(18,000)	-	190 190-69-0000-60-699-6901-00-01-64140	Shift to Advertising
Public Information Office	60	Public Information Office - Advertising	18,000	-	190 190-69-0000-60-699-6901-00-01-64020	Shift from Printing
Public Information Office	60	Public Information Office - Printing	8,500	-	190 190-69-0000-60-699-6901-00-01-64140	C/O
Information Technology	76	City-wide comp/printer replac - Technology Equipment	12,734	-	190 190-77-0000-76-750-7770-00-02-65045	C/O
TOTAL CABLE TV FUND			128,105	-		
STREET CONSTRUCTION FUND						
Public Works	76	Curb Replacement Program - Engineering - Internal	8,000	-	301 301-54-0000-76-750-5470-00-02-64075	C/O
Public Works	76	Curb Replacement Program - Other Capital Outlay	43,297	-	301 301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	Curb Ramp Program - Other Capital Outlay	84,810	-	301 301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	MSC Sign Room Exhaust System - Buildings	7,558	-	301 301-54-0000-76-750-5470-00-02-67500	C/O
Public Works	76	MSC Sign Room Exhaust System - Engineering - Outsourced	5,000	-	301 301-54-0000-76-750-5470-00-02-64070	C/O
Public Works	76	3205 3242 Replacement Chassis - Heavy Equipment	(197,000)	-	301 301-54-0000-76-750-5470-00-02-67230	C/O
Public Works	76	MSC Caulk and Sealant Replacement - Buildings	15,000	-	301 301-54-0000-76-750-5470-00-02-67500	C/O
Engineering	76	Seippel Trail-Chv to SW Art - Other Capital Outlay	236,558	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	16TH ST DET BASIN TRAIL - Other Capital Outlay	91,555	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Speed Shields - Other Capital Outlay	39,001	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Street light control install - Engineering - Internal	9,317	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Street light control install - Other Capital Outlay	63,116	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Street Light Meter Instal - Engineering - Internal	10,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Street Light Meter Instal - Other Capital Outlay	80,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Emergency Preemption expan - Other Capital Equipment	5,950	-	301 301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Guardrail Replacement - Engineering - Internal	3,660	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Guardrail Replacement - Other Capital Outlay	23,975	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Traffic Signal Mastarm retro - Engineering - Internal	8,050	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Traffic Signal Mastarm retro - Other Capital Outlay	137,115	-	301 301-55-0000-76-750-5570-00-02-67990	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Fund	GL ACCOUNT	Explanation
			Amount	Amount				
Engineering	76	Traffic Signal Battery Backup - Other Capital Equipment	49,906	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Traffic Signal Conduit Repl - Engineering - Internal	88,200	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Traffic Signal Conduit Repl - Other Capital Outlay	95,000	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Traffic Signal Controller Rep - Other Capital Equipment	108,103	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Traffic Signal Inter Reconst - Engineering - Internal	20,000	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Traffic Signal Inter Reconst - Other Capital Outlay	141,760	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Traffic Signal Vehicle Detect - Engineering - Internal	10,000	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Traffic Signal Vehicle Detect - Other Capital Equipment	98,766	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	LED Re-lamp Schedule - Engineering - Internal	3,000	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	LED Re-lamp Schedule - Other Capital Equipment	82,000	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Fiber Optic Conduit - Other Capital Outlay	24,823	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	ITS Traffic Control Equipment - Engineering - Internal	8,000	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	ITS Traffic Control Equipment - Other Capital Equipment	59,000	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	ITS Traffic Control Equipment - Other Capital Outlay	15,000	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Surge&ground impr at signals - Other Capital Equipment	3,000	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Surge&ground impr at signals - Other Capital Outlay	39,648	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Street Camera Installation - Other Capital Equipment	151,561	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Fiber Infrastructure mgmt - Engineering - Internal	19,700	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Broadband Acceleration/access - Engineering - Internal	26,740	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Broadband Acceleration/access - Other Capital Outlay	239,718	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Fiber Cable Masterplan Impl - Other Capital Outlay	50,000	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	TRAFFIC SIG FIBER OPTIC NET - Engineering - Internal	10,000	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	TRAFFIC SIG FIBER OPTIC NET - Other Capital Outlay	167,961	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	TRAFIC OPS CNTR EQUIP TEST - Technology Equipment	12,555	-		301	301-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	FIBR REEL TRAILER/TOOLS - Other Equipment	4,498	-		301	301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	ASBURY & JFK SIGNAL RECON - Engineering - Internal	753	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Signalization Program - Other Capital Outlay	43,884	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Flash Yellow Left Turn - Other Equipment	9,850	-		301	301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	Replc LED Signs Beacons - Other Equipment	15,406	-		301	301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	West Locust Comm/Cameras - Traffic St Light Comp/Equip	2,600	-		301	301-55-0000-76-750-5570-00-02-65055	C/O
Engineering	76	West Locust Comm/Cameras - Other Capital Outlay	14,900	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Asbury Rd Signalization - Other Equipment	5,000	-		301	301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	Asbury Rd Signalization - Other Capital Outlay	42,964	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	DBQ Entry Point Camera - Engineering - Internal	10,000	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	DBQ Entry Point Camera - Technology Services	59,500	-		301	301-55-0000-76-750-5570-00-02-64190	C/O
Engineering	76	DBQ Entry Point Camera - Other Capital Outlay	55,000	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Hyperflow Pilot Grant - Traffic Sig - Traffic St Light Comp/Equip	80,000	-		301	301-55-0000-76-750-5570-00-02-65055	C/O
Engineering	76	Hyperflow Pilot Grant - Traffic Sig - Federal Grants	-	80,000		301	301-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	Inet Fiber Build Out - Engineering - Internal	8,749	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Inet Fiber Build Out - Other Capital Equipment	10,000	-		301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Inet Fiber Build Out - Other Capital Outlay	110,000	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Streets Traffic Control Proj - Other Capital Outlay	63,505	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Streets Traffic Control Proj - Federal Grants	-	426,964		301	301-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	Streets Traffic Control Proj - State Grants	-	1,746,109		301	301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	Streets Traffic Control 8X0138 - Federal Grants	-	100,000		301	301-55-0000-76-750-5570-05-02-44000	Adjust to Actual
Engineering	76	Streets Traffic Control 8X0138 - Other Capital Outlay	100,000	-		301	301-55-0000-76-750-5570-05-02-67990	Adjust to Actual
Engineering	76	Traffic Safety Imp Proj -AID 8X0137 - Other Capital Outlay	(115,049)	-		301	301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	Traffic Safety Imp Proj-SWAP 8X0139 - Other Capital Outlay	(256,150)	-		301	301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	Traffic Safety Imp Proj-STBG 8X0140 - Other Capital Outlay	355,908	-		301	301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	Traffic Safety Imp Proj - Match - Other Capital Outlay	(416,658)	-		301	301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	Sidewalk curb/catch basin rep - Engineering - Internal	49,939	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Sidewalk curb/catch basin rep - Other Capital Outlay	72,749	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Sidewalk Program-City Prop - Other Capital Outlay	18,389	-		301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Althausen Street Resurfacing - Engineering - Internal	13,032	-		301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Althausen Street Resurfacing - Other Capital Outlay	110,000	-		301	301-55-0000-76-750-5570-00-02-67990	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Engineering	76	Street Construction Repairs - Engineering - Internal	20,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Street Construction Repairs - Other Professional Service	2,569	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Street Construction Repairs - Other Capital Outlay	53,706	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Heeb Street - Engineering - Internal	52,477	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Heeb Street - Other Capital Outlay	270,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Heeb Street Wall - Engineering - Internal	55,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Heeb Street Wall - Other Professional Service	20,000	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Heeb Street Wall - Other Capital Outlay	66,500	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Kerper Blvd/Kerper Ct Roundabout - Other Capital Outlay	61,047	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Kerper Blvd/Kerper Ct Roundabout - Contrib - Private Sources	-	663,953	301 301-55-0000-76-750-5570-00-02-47050	C/O
Engineering	76	East-West Corridor Capacity - Engineering - Outsourced	2,325,012	-	301 301-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	East-West Corridor Capacity - Engineering - Internal	99,802	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	East-West Corridor Capacity - Land	2,181,046	-	301 301-55-0000-76-750-5570-00-02-67300	C/O
Engineering	76	East-West Corridor Capacity - Other Capital Outlay	1,742,880	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	14th Street Overpass - Other Capital Outlay	21,045	-	301 301-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	East-West Corridor Capacity - Federal Grants	-	6,369,825	301 301-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	East-West Corridor Capacity - State Grants	-	835,709	301 301-55-0000-76-750-5570-05-02-44400	Adjust to Actual
Engineering	76	14th Street Overpass - Other Capital Outlay	20,887	-	301 301-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	Crossroads Ind Park Impr - Engineering - Internal	20,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Crossroads Ind Park Impr - Other Capital Outlay	2,069,335	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Crossroads Ind Park Impr - State Grants	-	950,000	301 301-55-0000-76-750-5570-00-02-44400	C/O
Engineering	76	Bridge Repairs and Maint - Engineering - Internal	9,720	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Bridge Repairs and Maint - Other Professional Service	2,910	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Bridge Repairs and Maint - Other Capital Outlay	381,377	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	14th Street Overpass - Engineering - Outsourced	750,000	-	301 301-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	14th Street Overpass - Engineering - Outsourced	1,466,727	-	301 301-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	14th Street Overpass - Contrib - Private Sources	-	750,000	301 301-55-0000-76-750-5570-05-02-47050	C/O
Engineering	76	14th Street Overpass - Federal Grants	-	2,280,000	301 301-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	Street Construction Repairs - Other Professional Service	2,569	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Street Construction Repairs - Other Capital Outlay	73,706	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Pavement Rehabilitation - Engineering - Internal	83,995	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Pavement Rehabilitation - Other Capital Outlay	191,306	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Brick Paver Maintenance - Engineering - Internal	4,422	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Brick Paver Maintenance - Other Capital Outlay	56,785	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	SPECIAL ASSESSMENT ASSIST - Other Capital Outlay	25,568	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	SOUTHWEST ARTERIAL - Engineering - Internal	40,212	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	SOUTHWEST ARTERIAL - Other Capital Outlay	50,533	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Pavement Rehabilitation - Other Capital Outlay	303,297	-	301 301-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	N GRANDVIEW ESTATES ROAD - Engineering - Internal	15,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	N GRANDVIEW ESTATES ROAD - Other Capital Outlay	103,981	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	SW ARTERIAL ITS CORRIDOR - Engineering - Internal	75,596	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	SW ARTERIAL ITS CORRIDOR - Traffic St Light Comp/Equip	50,000	-	301 301-55-0000-76-750-5570-00-02-65055	C/O
Engineering	76	N GRANDVIEW ESTATES ROAD - Other Capital Outlay	1,900,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	SW ARTERIAL ITS CORRIDOR - State Grants	-	1,900,000	301 301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	PAVE PRES JOINT SEALING - Engineering - Internal	15,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	NWA TOJ REHAB RECONSTRUCT - Engineering - Internal	(28,303)	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	NWA TOJ REHAB RECONSTRUCT - Other Professional Service	(3,490)	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	NWA TOJ REHAB RECONSTRUCT - Other Contractual Service	(302,429)	-	301 301-55-0000-76-750-5570-00-02-64990	C/O
Engineering	76	NWA TOJ REHAB RECONSTRUCT - State Grants	-	181,571	301 301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	NWA TOJ REHAB RECONSTRUCT - State Grants	-	60,000	301 301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	PAVE PRES JOINT SEALING - Other Professional Service	64,688	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	PAVE PRES JOINT SEALING - Other Capital Outlay	160,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	3rd St Overpass- Paint - Other Capital Outlay	120,000	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Heeb Street Wall - Engineering - Internal	55,000	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Stone Retaining Walls Repair - Engineering - Internal	(55,000)	-	301 301-55-0000-76-750-5570-00-02-64075	Shift to 5524000043

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Engineering	76	Heeb Street Wall - Engineering - Internal	55,000	-	301 301-55-0000-76-750-5570-00-02-64075	Shift from 5524000003
Engineering	76	Heeb Street Wall - Other Professional Service	20,000	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Stone Retaining Walls Repair - Other Professional Service	(20,000)	-	301 301-55-0000-76-750-5570-00-02-64900	Shift to 5521000043
Engineering	76	Heeb Street Wall - Other Professional Service	20,000	-	301 301-55-0000-76-750-5570-00-02-64900	Shift from 5524000003
Engineering	76	Heeb Street Wall - Other Capital Outlay	66,500	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Stone Retaining Walls Repair - Other Capital Outlay	(66,500)	-	301 301-55-0000-76-750-5570-00-02-67990	Shift to 5521000043
Engineering	76	Heeb Street Wall - Other Capital Outlay	66,500	-	301 301-55-0000-76-750-5570-00-02-67990	Shift from 5524000003
Engineering	76	Kerper Blvd/Kerper Ct Roundabout - Other Capital Outlay	61,047	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Kerper Blvd/Kerper Ct Roundabout - Contrib - Private Sources	-	663,953	301 301-55-0000-76-750-5570-00-02-47050	C/O
Engineering	76	JFK & 32nd Intersection Recon - Other Professional Service	30,000	-	301 301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	JFK & 32nd Intersection Recon - Other Capital Outlay	75,861	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	JFK & 32nd Intersection Recon - Contrib - Private Sources	-	90,325	301 301-55-0000-76-750-5570-03-02-47050	C/O
Engineering	76	3rd St Overpass Sidewalk Replacemen - Engineering - Internal	(5,990)	-	301 301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	SS4A Safe Streets for All - Payments to Other Agencies	(31,907)	-	301 301-55-0000-76-750-5570-00-02-64130	C/O
Engineering	76	POD Irrigation Replacemen - Other Capital Outlay	14,899	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	POD Irrigation Replacemen - Other Capital Outlay	6,590	-	301 301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	NW ARTERIAL LEFT ON JFK - State Grants	-	4,178	301 301-55-0000-76-750-5570-05-02-44400	Adjust to Actual
Information Technology	76	City-wide comp/printer replac - Technology Equipment	16,360	-	301 301-77-0000-76-750-7770-00-02-65045	C/O
TOTAL STREET CONSTRUCTION FUND			17,671,008	17,102,587		
<u>DICW CIP REPLACEMENT FUND</u>						
Parks Division	76	DICW CIP REPLACEMENT FUND - Other Capital Equipment	28,948	-	302 302-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	DICW CIP REPLACEMENT FUND - Other Capital Equipment	880	-	302 302-30-0000-76-750-3070-00-02-67270	Adjust to Actual
TOTAL DICW CIP REPLACEMENT FUND			29,828	-		
<u>SALES TAX INCREMENT CONSTRUCTION FUND</u>						
Engineering	76	Bee Branch Trail Connect - Other Capital Outlay	65,747	-	303 303-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Water Plant Flood Protection System - Engineering - Internal	125,000	-	303 303-55-0000-76-750-5570-00-02-64075	Adjust to Actual
Engineering	76	Water Plant Flood Protection System - State Grants	-	125,000	303 303-55-0000-76-750-5570-05-02-44400	Adjust to Actual
Engineering	76	Bee Branch Gate&pump replc - Engineering - Outsourced	114,753	-	303 303-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	BEE BRANCH CREEK RESTORATION - Salaries-Regular Full Time	656,334	-	303 303-55-0000-76-750-5570-00-02-60100	Adjust to Actual
Engineering	76	FLOOD CONTROL MAINT FACILITY - Engineering - Internal	20,000	-	303 303-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	FLOOD CONTROL MAINT FACILITY - Other Professional Service	70,114	-	303 303-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	FLOOD CONTROL MAINT FACILITY - Other Capital Outlay	378,368	-	303 303-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Bee Branch Railroad Culverts Projec - Other Professional Service	45,283	-	303 303-55-0000-76-750-5570-00-02-64900	C/O
Engineering	82	Bee Branch Gate&pump replc - Other Professional Service	8,064,025	-	303 303-55-0000-82-865-5570-00-02-64900	C/O
TOTAL SALES TAX INCREMENT CONSTRUCTION FUND			9,539,624	125,000		
<u>SALES TAX FUND (20%)</u>						
Fire	76	Fire Station Expansion/Reloc - Other Professional Service	38,855	-	304 304-13-0000-76-750-1370-00-02-64900	C/O
Fire	76	Mechanical&Electric Study - Building Maintenance	47,663	-	304 304-13-0000-76-750-1370-00-02-63100	C/O
Fire	76	Mechanical&Electric Study - Building Maintenance	(40,000)	-	304 304-13-0000-76-750-1370-00-02-63100	Shift to 1315000034
Fire	76	Fire Station Generators - Other Capital Outlay	40,000	-	304 304-13-0000-76-750-1370-00-02-67990	Shift from 1315000006
Fire	76	HVAC replcmnt Fire HQ - Buildings	802,041	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	HVAC replcmnt Fire HQ - Proceeds from GO Debt	-	618,393	304 304-13-0000-76-750-1370-03-02-48200	C/O
Fire	76	Fire Station Exhaust Systems - Other Capital Equipment	113,952	-	304 304-13-0000-76-750-1370-00-02-67270	C/O
Fire	76	BLDG MAINT AT STATION 3 - Buildings	14,378	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	Ladder Truck & Pumper Replacement - Heavy Equipment	1,715,678	-	304 304-13-0000-76-750-1370-00-02-67230	C/O
Fire	76	Ladder Truck & Pumper Replacement - Proceeds from GO Debt	-	2,147,473	304 304-13-0000-76-750-1370-03-02-48200	C/O
Fire	76	Fire Boat Replacement - Heavy Equipment	100,000	-	304 304-13-0000-76-750-1370-00-02-67230	C/O
Fire	76	Fire Department Bunk Room Remodel - Engineering - Outsourced	75,000	-	304 304-13-0000-76-750-1370-00-02-64070	C/O
Fire	76	All Fire Stations - Tuck Pointing, - Buildings	94,129	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	Fire Administration Office Update - Engineering - Outsourced	29,996	-	304 304-13-0000-76-750-1370-00-02-64070	C/O
Fire	76	Ambulance replacement - Proceeds from GO Debt	-	588,810	304 304-13-0000-76-750-1370-03-02-48200	C/O
Fire	76	Station 6 Off Street Parking Lot - Engineering - Internal	8,000	-	304 304-13-0000-76-750-1370-00-02-64075	C/O
Fire	76	Station 6 Off Street Parking Lot - Engineering - Internal	(8,000)	-	304 304-13-0000-76-750-1370-00-02-64075	Shift to 1315000025
Fire	76	Fire Department Bunk Room Remodel - Engineering - Outsourced	8,000	-	304 304-13-0000-76-750-1370-00-02-64070	Shift from 1315000030
Fire	76	Station 6 Off Street Parking Lot - Other Capital Outlay	57,900	-	304 304-13-0000-76-750-1370-00-02-67990	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Fire	76	Station 5 Bathroom Remod - Buildings	10,499	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	Station 5 Bathroom Remod - Buildings	(10,499)	-	304 304-13-0000-76-750-1370-00-02-67500	Shift to 1315000025
Fire	76	Fire Department Bunk Room Remodel - Engineering - Outsourced	10,499	-	304 304-13-0000-76-750-1370-00-02-64070	Shift from 1315000020
Fire	76	Station 6 Roof/tuck repairs - Buildings	52,249	-	304 304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	Station 6 Roof/tuck repairs - Proceeds from GO Debt		212,346	304 304-13-0000-76-750-1370-03-02-48200	C/O
Fire	76	Station 6 Roof/tuck repairs - Buildings	(52,249)	-	304 304-13-0000-76-750-1370-00-02-67500	Shift to 1315000026
Fire	76	Zoll Cardiac Monitors - Safety Equipment	52,249	-	304 304-13-0000-76-750-1370-00-02-65054	Shift from 1315000007
Ice Center	76	Ice Arena - Emergency Light and Ven - Internal Service Charge	5,000	-	304 304-28-0000-76-750-2870-00-02-64004	C/O
Ice Center	76	Ice Arena - Emergency Light and Ven - Buildings	69,000	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	Ice Center Generator - Other Professional Service	25,000	-	304 304-28-0000-76-750-2870-00-02-64900	C/O
Ice Center	76	Ice Center Generator - Other Capital Equipment	250,000	-	304 304-28-0000-76-750-2870-00-02-67270	C/O
Ice Center	76	Ice Center Generator - Buildings	25,000	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	Ice Center Dehumidification - Engineering - Outsourced	165,800	-	304 304-28-0000-76-750-2870-00-02-64070	C/O
Ice Center	76	Ice Center Dehumidification - Buildings	355,950	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	Ice Center Dehumidification - Proceeds from GO Debt	-	1,147,527	304 304-28-0000-76-750-2870-00-02-48200	Transfer Funds
Ice Center	76	Ice Center Safety Improvement - Services Other Depts	2,320	-	304 304-28-0000-76-750-2870-00-02-64005	C/O
Ice Center	76	Ice Center Safety Improvement - Buildings	58,000	-	304 304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	Ice Center Concession Upgrade - Services Other Depts	6,800	-	304 304-28-0000-76-750-2870-00-02-64005	C/O
Ice Center	76	Ice Center Mechanical System - Engineering - Outsourced	60,000	-	304 304-28-0000-76-750-2870-00-02-64070	C/O
Parks Division	76	Comprehensive Parks Masterplan - Other Professional Service	99,374	-	304 304-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	Street Tree Program - Tree Maintenance	42,166	-	304 304-30-0000-76-750-3070-00-02-63230	C/O
Parks Division	76	Street Tree Program - Other Contractual Service	66,115	-	304 304-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	Shiras Pavilion Renovation - Services Other Depts	2,000	-	304 304-30-0000-76-750-3070-00-02-64005	C/O
Parks Division	76	Shiras Pavilion Renovation - Buildings	55,000	-	304 304-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	Parks-Replace security lights - Other Equipment	4,832	-	304 304-30-0000-76-750-3070-00-02-65050	C/O
Parks Division	76	MADISON PARK - Services Other Depts	3,300	-	304 304-30-0000-76-750-3070-00-02-64005	C/O
Parks Division	76	MADISON PARK - Other Contractual Service	10,000	-	304 304-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	MADISON PARK - Other Capital Equipment	72,500	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	EPP REST ROOM REHAB - Other Capital Outlay	13,373	-	304 304-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	ELECTRIC RESTROOM LOCKS - Buildings	15,000	-	304 304-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	Murphy Play Equipment - Other Capital Equipment	94,375	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	Gay Park- Replace Play Unit - Other Capital Equipment	79,942	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	Gay Park- Replace Play Unit - Other Capital Outlay	10,000	-	304 304-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	Welu Park-Replace Play Unit - Other Capital Equipment	124,942	-	304 304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	Welu Park-Replace Play Unit - Other Capital Outlay	7,000	-	304 304-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	EPP Structure Assess - Other Professional Service	73,699	-	304 304-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	Parks Retaining Walls - Other Capital Outlay	17,934	-	304 304-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	Ash Tree remove/Tree replcmnt - Tree Maintenance	25,000	-	304 304-30-0000-76-750-3070-00-02-63230	C/O
Parks Division	76	FLORA PK-REST ROOM - Buildings	59,144	-	304 304-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	FLORA PK-REST ROOM - Buildings	808	-	304 304-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	HAM HOUSE - PAINT - Buildings	28,426	-	304 304-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	HAM HOUSE - PAINT - Buildings	448	-	304 304-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	EPP Structure Assess - Other Professional Service	50,000	-	304 304-30-0000-76-750-3070-00-02-64900	New Grant
Parks Division	76	EPP Structure Assess - Contrib - Private Sources	-	50,000	304 304-30-0000-76-750-3070-05-02-47050	New Grant
Civic Center	76	Theater-Plaster Restoration - Services Other Depts	12,000	-	304 304-32-0000-76-750-3270-00-02-64005	C/O
Civic Center	76	Theater-Plaster Restoration - Buildings	200,000	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	ARENA ROOF - Other Professional Service	2,095	-	304 304-32-0000-76-750-3270-00-02-64900	C/O
Civic Center	76	ARENA ROOF - Buildings	269,509	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	ARENA ROOF - Buildings	7,333	-	304 304-32-0000-76-750-3270-00-02-67500	Adjust to Actual
Civic Center	76	ARENA LIGHT FIXTURES - Buildings	169,114	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	ARENA LIGHT FIXTURES - Buildings	2,735	-	304 304-32-0000-76-750-3270-00-02-67500	Adjust to Actual
Civic Center	76	ARENA CHAIRS - Buildings	48,409	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	ARENA CHAIRS - Buildings	25	-	304 304-32-0000-76-750-3270-00-02-67500	Adjust to Actual
Civic Center	76	Accessibility Bldg Modifi - Buildings	11,586	-	304 304-32-0000-76-750-3270-00-02-67500	C/O
Conference Center	76	GRC ENERGY EFFICIENCY IMP - Technology Equipment	84,643	-	304 304-33-0000-76-750-3370-00-02-65045	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund	GL ACCOUNT	Explanation
Conference Center	76	GRC ENERGY EFFICIENCY IMP - Technology Equipment	35	-	304	304-33-0000-76-750-3370-00-02-65045	Adjust to Actual
Conference Center	76	AUDIO-VIS & SOUND EQUIP - Other Professional Service	3,000	-	304	304-33-0000-76-750-3370-00-02-64900	C/O
Conference Center	76	Conference Center - Management Chan - Internal Service Charge	40,000	-	304	304-33-0000-76-750-3370-00-02-64004	C/O
Conference Center	76	Conference Center - Management Chan - Other Capital Outlay	48,143	-	304	304-33-0000-76-750-3370-00-02-67990	C/O
Recreation Division	76	Flora & Sutton Pool Tank Resurfacing - Other Capital Outlay	153,520	-	304	304-34-0000-76-750-3470-00-02-67990	C/O
Library	76	HVAC Handling Units - Other Capital Equipment	36,154	-	304	304-36-0000-76-750-3670-00-02-67270	C/O
Library	76	Underground Tank Library - Engineering - Outsourced	14,500	-	304	304-36-0000-76-750-3670-00-02-64070	C/O
Library	76	Underground Tank Library - Other Capital Outlay	94,865	-	304	304-36-0000-76-750-3670-00-02-67990	C/O
Public Works	76	Ice Harbor Gates Fender Repl - Other Capital Outlay	213,329	-	304	304-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	ICE HARBOR ABUTMENT REP - Other Capital Outlay	118,178	-	304	304-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	ICE HARBOR ABUTMENT REP - Other Capital Outlay	(118,178)	-	304	304-54-0000-76-750-5470-00-02-67990	Shift to 5429900005
Public Works	76	Ice Harbor Gates Fender Repl - Other Capital Outlay	118,178	-	304	304-54-0000-76-750-5470-00-02-67990	Shift from 5429900009
Engineering	76	RIVERFRONT LEASEHOLD IMPR - Other Capital Outlay	151,948	-	304	304-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Street Light Replacement - Other Capital Outlay	15,000	-	304	304-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Security Cameras - Parks - Engineering - Outsourced	3,000	-	304	304-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	Security Cameras - Parks - Other Contractual Service	10,000	-	304	304-55-0000-76-750-5570-00-02-64990	C/O
Engineering	76	Security Cameras - Parks - Technology Equipment	8,099	-	304	304-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	Federal Building Drainage Imp - Engineering - Internal	41,747	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Federal Building Drainage Imp - Other Professional Service	10,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Federal Building Drainage Imp - Other Capital Outlay	235,000	-	304	304-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	MFC - HVAC roof access equip - Engineering - Internal	5,500	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	MFC - HVAC roof access equip - Other Professional Service	12,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	MFC - HVAC roof access equip - Buildings	70,000	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	MFC Building Stabilization - Engineering - Internal	5,000	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	MFC Building Stabilization - Other Professional Service	7,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	MFC Building Stabilization - Buildings	30,000	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	City Hall Maintenance - Engineering - Internal	12,500	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	City Hall Maintenance - Other Professional Service	16,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	City Hall Maintenance - Buildings	81,428	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	City Hall HVAC Control Exp - Engineering - Internal	4,015	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	City Hall HVAC Control Exp - Other Professional Service	10,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Cty Facility Security Upgrade - Other Professional Service	7,500	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Cty Facility Security Upgrade - Other Professional Service	25,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Cty Facility Security Upgrade - Technology Equipment	68,250	-	304	304-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	Cty Facility Security Upgrade - Buildings	54,242	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	City Hall Remodeling - Buildings	12,268	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	City Hall Annex Maint - Buildings	47,217	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	Dilapidated Bdg Assess - Other Professional Service	23,575	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Engineering Dept. Materials Testing - Engineering - Internal	6,500	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Engineering Dept. Materials Testing - Other Professional Service	12,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Engineering Dept. Materials Testing - Buildings	45,000	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	City Hall North Basement Wall Water - Buildings	50,000	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	MFC Tuckpointing - Other Professional Service	3,200	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	MFC Tuckpointing - Buildings	32,000	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	Sidewalk Financial Assist - Payments to Other Agencies	12,451	-	304	304-55-0000-76-750-5570-00-02-64130	C/O
Engineering	76	Harbor Area Maintenance - Iowa Dept of Natural Resources	-	200,000	304	304-55-0000-76-750-5570-00-02-44500	C/O
Engineering	76	Harbor Area Maintenance - Contrib - Private Sources	-	117,500	304	304-55-0000-76-750-5570-00-02-47050	C/O
Economic Development	76	South Port Master Plan Impl - Engineering - Internal	15,000	-	304	304-60-0000-76-750-6070-00-02-64075	C/O
Economic Development	76	South Port Master Plan Impl - Other Capital Outlay	200,000	-	304	304-60-0000-76-750-6070-00-02-67990	C/O
Public Information Office	76	GIS System Implementation - Other Professional Service	104,571	-	304	304-69-0000-76-750-6970-00-02-64900	C/O
Public Information Office	76	Geoevent Processor Ext - Technology Equipment	625	-	304	304-69-0000-76-750-6970-00-02-65045	C/O
City Manager's Office	76	Green House Gas & Climate - Other Professional Service	1,277	-	304	304-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	76	ENRGY EFFICI REVOL FUND - Loans	15,873	-	304	304-72-0000-76-750-7270-00-02-64134	C/O
Finance	76	Computer System Upgrade - Technology Equipment	422,183	-	304	304-74-0000-76-750-7470-00-02-65045	C/O
Information Technology	76	Fiber Optic/Conduit Maint - Other Professional Service	45,329	-	304	304-77-0000-76-750-7770-00-02-64900	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Information Technology	76	Fiber Optic/Conduit Maint - Other Professional Service	(45,329)	-	304 304-77-0000-76-750-7770-00-02-64900	Shift to 7769900003
Information Technology	76	Data Center - Other Professional Service	45,329	-	304 304-77-0000-76-750-7770-00-02-64900	Shift from 7769900004
Information Technology	76	Network Sec Risk Assess - Other Professional Service	12,000	-	304 304-77-0000-76-750-7770-00-02-64900	C/O
Information Technology	76	Network Sec Risk Assess - Other Professional Service	5,000	-	304 304-77-0000-76-750-7770-00-02-64900	C/O
Information Technology	76	Network Sec Risk Assess - Other Professional Service	(12,000)	-	304 304-77-0000-76-750-7770-00-02-64900	Shift to 7769900003
Information Technology	76	Network Sec Risk Assess - Other Professional Service	(5,000)	-	304 304-77-0000-76-750-7770-00-02-64900	Shift to 7769900003
Information Technology	76	Data Center - Technology Equipment	17,000	-	304 304-77-0000-76-750-7770-00-02-65045	Shift from 7769900012
Information Technology	76	Data Center - Other Professional Service	86,721	-	304 304-77-0000-76-750-7770-00-02-64900	C/O
Information Technology	76	City-wide comp/printer replac - Technology Equipment	(128,275)	-	304 304-77-0000-76-750-7770-00-02-65045	Shift to 7769900003
Information Technology	76	Data Center - Technology Equipment	128,275	-	304 304-77-0000-76-750-7770-00-02-65045	Shift from 7769900002
TOTAL SALES TAX FUND			8,703,780	5,082,049		
GENERAL CONSTRUCTION FUND						
Multicultural Family Center	76	MFC ADDITION REMODEL - Buildings	56,454	-	305 305-29-0000-76-750-2970-00-02-67500	C/O
Multicultural Family Center	76	MFC ADDITION REMODEL - Buildings	29	-	305 305-29-0000-76-750-2970-00-02-67500	Adjust to Actual
Multicultural Family Center	76	MFC ADDITION REMODEL - Buildings	(56,483)	-	305 305-29-0000-76-750-2970-00-02-67500	Shift to 5565000021
Multicultural Family Center	76	MFC 2nd Floor - Buildings	56,483	-	305 305-55-0000-76-750-5570-00-02-67500	Shift from 2946000001
Parks Division	76	JACKSON PARK RESTROOMS - Buildings	247,296	-	305 305-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	JACKSON PARK RESTROOMS - Buildings	1,733	-	305 305-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	JACKSON PARK AMENITIES - Other Capital Outlay	292,693	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	JACKSON PARK AMENITIES - Other Capital Outlay	17,333	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	McAleece Sidewalks - Other Capital Outlay	20,439	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	Relandscape Seippel/Chave - Landscaping	15,000	-	305 305-30-0000-76-750-3070-00-02-63220	C/O
Parks Division	76	TOWN CLOCK IMPROVEMENTS - Engineering - Outsourced	4,854	-	305 305-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	TOWN CLOCK IMPROVEMENTS - Other Capital Outlay	75,825	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	TOWN CLOCK IMPROVEMENTS - Other Capital Outlay	218	-	305 305-30-0000-76-750-3070-00-02-67990	Adjust to Actual
Parks Division	76	COMISKEY LANDSCAPE - Other Capital Outlay	7,955	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	COMISKEY SIDEWALK LIGHT - Other Professional Service	7,253	-	305 305-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	Chaplain Schmitt Island - Iowa Amph - Other Capital Outlay	1,517,847	-	305 305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	Chaplain Schmitt Island - Iowa Amph - Other Capital Outlay	(1,517,847)	-	305 305-30-0000-76-750-3070-00-02-67990	Shift to 5575000022
Parks Division	76	Iowa Amphitheater on Schmitt Island - Other Capital Outlay	1,517,847	-	305 305-55-0000-76-750-5570-00-02-67990	Shift from 3049900010
Parks Division	76	Chaplain Schmitt Island - Iowa Amph - Proceeds from GO Debt	-	3,000,000	305 305-30-0000-76-750-3070-03-02-48200	C/O
Parks Division	76	Chaplain Schmitt Island - Iowa Amph - Proceeds from GO Debt	-	(3,000,000)	305 305-30-0000-76-750-3070-03-02-48200	Shift to 5575000022
Parks Division	76	Iowa Amphitheater on Schmitt Island - Proceeds from GO Debt	-	3,000,000	305 305-55-0000-76-750-5570-03-02-48200	Shift from 3049900010
Civic Center	76	Five Flags Building Impr - Other Professional Service	599,754	-	305 305-32-0000-76-750-3270-00-02-64900	C/O
Civic Center	76	ARENA ROOF A/C UNIT REPLC - Buildings	114,539	-	305 305-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	ARENA ROOF A/C UNIT REPLC - Other Capital Outlay	45,011	-	305 305-32-0000-76-750-3270-00-02-67990	C/O
Civic Center	76	ARENA ROOF A/C UNIT REPLC - Other Capital Outlay	2,538	-	305 305-32-0000-76-750-3270-00-02-67990	Adjust to Actual
Conference Center	76	Replace Carpet - Engineering - Outsourced	4,780	-	305 305-33-0000-76-750-3370-00-02-64070	C/O
Conference Center	76	Replace Carpet - Other Professional Service	1,732	-	305 305-33-0000-76-750-3370-00-02-64900	C/O
Conference Center	76	Replace Carpet - Buildings	202,155	-	305 305-33-0000-76-750-3370-00-02-67500	C/O
Conference Center	76	Market Study and Assess - Engineering - Internal	45,922	-	305 305-33-0000-76-750-3370-00-02-64075	C/O
Parking Division	76	Municipal Parking Lot Maint - Engineering - Internal	12,000	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	Municipal Parking Lot Maint - Other Capital Outlay	55,000	-	305 305-46-0000-76-750-4670-00-02-67990	C/O
Parking Division	76	Parking Ramp Maintenance - Engineering - Internal	25,000	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	Parking Ramp Maintenance - Other Professional Service	110,000	-	305 305-46-0000-76-750-4670-00-02-64900	C/O
Parking Division	76	Parking Ramp Maintenance - Buildings	950,216	-	305 305-46-0000-76-750-4670-00-02-67500	C/O
Parking Division	76	Parking Ramp Maintenance - Proceeds from GO Debt	-	270,777	305 305-46-0000-76-750-4670-03-02-48200	C/O
Parking Division	76	New Downtown Parking ramp - Engineering - Internal	7,185	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	New Downtown Parking ramp - Engineering - Internal	548	-	305 305-46-0000-76-750-4670-00-02-64075	Adjust to Actual
Parking Division	76	Parking Ramp Condition Assess - Engineering - Internal	27,147	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	Parking Ramp Condition Assess - Other Professional Service	75,325	-	305 305-46-0000-76-750-4670-00-02-64900	C/O
Parking Division	76	Smart Parking System - Engineering - Internal	23,516	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	Smart Parking System - Other Professional Service	199,506	-	305 305-46-0000-76-750-4670-00-02-64900	C/O
Parking Division	76	Smart Parking System - Other Capital Outlay	1,126,236	-	305 305-46-0000-76-750-4670-00-02-67990	C/O
Parking Division	76	Smart Parking System - Proceeds from GO Debt	-	1,217,500	305 305-46-0000-76-750-4670-03-02-48200	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue		Explanation
			Amount	Amount	Fund GL ACCOUNT	
Parking Division	76	MILLWORK DIST PARKING IMP - Other Capital Outlay	158	-	305 305-46-0000-76-750-4670-00-02-67990	C/O
Parking Division	76	MILLWORK DIST PARKING IMP - Other Capital Outlay	642	-	305 305-46-0000-76-750-4670-00-02-67990	Adjust to Actual
Parking Division	76	Port of Dubuque Parking Lot Resurfa - Engineering - Internal	35,000	-	305 305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	Port of Dubuque Parking Lot Resurfa - Other Capital Outlay	325,000	-	305 305-46-0000-76-750-4670-00-02-67990	C/O
Transit Division	76	BUS DC CHARGING STATION - Federal Grants	-	79,000	305 305-53-0000-76-750-5370-05-02-44000	C/O
Engineering	76	RIVERFRONT LEASEHOLD IMPR - Other Capital Outlay	206,713	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Public Electric Vehicle Chargers - Engineering - Internal	8,600	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Public Electric Vehicle Chargers - Other Professional Service	1,305	-	305 305-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Public Electric Vehicle Chargers - Other Capital Outlay	80,414	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Railroad Quiet Zone Study - Other Professional Service	50,000	-	305 305-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Blum Site Utilization - Engineering - Internal	6,911	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Blum Site Utilization - Other Professional Service	84,053	-	305 305-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Central Ave 1-way to 2-way - Engineering - Internal	191,569	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Central Ave 1-way to 2-way - Other Professional Service	200,000	-	305 305-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Development Dubuque Industrial Cent - Engineering - Internal	(25,000)	-	305 305-55-0000-76-750-5570-00-02-64075	Adjust to Actual
Engineering	76	Development Dubuque Industrial Cent - Other Professional Service	(370,000)	-	305 305-55-0000-76-750-5570-00-02-64900	Adjust to Actual
Engineering	76	South Heacock Road Const - Engineering - Internal	(606,232)	-	305 305-55-0000-76-750-5570-00-02-64075	Adjust to Actual
Engineering	76	South Heacock Road Const - Other Professional Service	(4,041,544)	-	305 305-55-0000-76-750-5570-00-02-64900	Adjust to Actual
Engineering	50	South Heacock Road Const - Federal Grants	-	(1,766,926)	305 305-55-0000-76-750-5570-05-02-44000	Adjust to Actual
Engineering	50	South Heacock Road Const - Proceeds from GO Debt	-	(2,274,963)	305 305-55-0000-76-750-5570-00-02-48200	Adjust to Actual
Engineering	76	Dev McFadden Properties - Grading - Engineering - Internal	(1,320,000)	-	305 305-55-0000-76-750-5570-00-02-64075	Adjust to Actual
Engineering	76	Street Light Replacement - Other Capital Outlay	201,799	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	Dwntwn St Light Replacmnt - Other Capital Equipment	2,994	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	LED Streetlight Retrofit - Other Capital Equipment	5,224	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Street Camera Installation - Other Capital Equipment	100,760	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	DT Security Cameras - Technology Equipment	24,336	-	305 305-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	Downtown Security Cameras - Other Capital Equipment	10,000	-	305 305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	Federal Building Renovation - Engineering - Outsourced	20,000	-	305 305-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	Federal Building Renovation - Engineering - Internal	70,266	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	Federal Building Renovation - Other Professional Service	349,857	-	305 305-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	Federal Building Renovation - Buildings	1,754,976	-	305 305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	Heeb Street - Other Capital Outlay	300,000	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	East-West Corridor Capacity - Engineering - Internal	24,079	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	14th Street Overpass - Engineering - Internal	57,159	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	3rd Main Chamber Ext Patio Repair - Engineering - Internal	20,846	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	3rd Main Chamber Ext Patio Repair - Buildings	170,000	-	305 305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	RIVERFRONT LEASEHOLD IMPR - Other Capital Outlay	209,094	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	POD RIVERFRONT DOCK EXP - Engineering - Outsourced	110,468	-	305 305-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	POD RIVERFRONT DOCK EXP - Engineering - Internal	33,315	-	305 305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	POD RIVERFRONT DOCK EXP - Other Capital Outlay	1,182,447	-	305 305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	POD RIVERFRONT DOCK EXP - Other Capital Outlay	17,447	-	305 305-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	POD RIVERFRONT DOCK EXP - Contrib - Private Sources	-	1,000,000	305 305-55-0000-76-750-5570-03-02-47050	C/O
Engineering	76	Iowa Amphitheater on Schmitt Island - State Grants	-	(3,000,000)	305 305-55-0000-76-750-5570-05-02-44400	Adjust to Actual
Engineering	76	Iowa Amphitheater on Schmitt Island - Federal Grants	-	3,000,000	305 305-55-0000-76-750-5570-05-02-44000	Adjust to Actual
Economic Development	76	Inc Dev and Small Business Storefro - Engineering - Internal	(150,000)	-	305 305-55-0000-76-750-5570-00-02-64075	Shift to 6052000033
Economic Development	76	Incremental Development - Engineering - Internal	150,000	-	305 305-60-0000-76-750-6070-00-02-64075	Shift from 5559900002
Economic Development	76	Central Ave Streetscape Plan - Payments to Other Agencies	85,742	-	305 305-60-0000-76-750-6070-00-02-64130	C/O
Economic Development	76	Central Ave Streetscape Plan - Other Capital Outlay	200,699	-	305 305-60-0000-76-750-6070-00-02-67990	C/O
Economic Development	76	Central Ave Cooridor Init - Payments to Other Agencies	26,000	-	305 305-60-0000-76-750-6070-00-02-64130	C/O
Economic Development	76	Central Ave Cooridor Init - Other Professional Service	162,188	-	305 305-60-0000-76-750-6070-00-02-64900	C/O
Economic Development	76	Central Ave Housing Loan - Loans	300,000	-	305 305-60-0000-76-750-6070-00-02-64134	C/O
Economic Development	76	DICW - Other Capital Outlay	264,904	-	305 305-60-0000-76-750-6070-00-02-67990	C/O
Economic Development	76	DICW - Other Capital Outlay	27,462	-	305 305-60-0000-76-750-6070-00-02-67990	Adjust to Actual
Economic Development	76	WASH NEIGH BUSINESS INCEN - Grants	125,000	-	305 305-60-0000-76-750-6070-00-02-64135	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Economic Development	76	WASH NEIGH BUSINESS INCEN - Grants	(125,000)	-	305 305-60-0000-76-750-6070-00-02-64135	Shift to 6052000002
Economic Development	76	Downtown Rehab Grant Program - Grants	125,000	-	305 305-60-0000-76-750-6070-00-02-64135	Shift from 6052000012
Economic Development	76	Devlp Industrial: Crossroads - Other Capital Outlay	(356,735)	-	305 305-60-0000-76-750-6070-00-02-67990	Shift to 6052000013
Economic Development	76	FUTURE IND ACQUISITIONS - Land	356,735	-	305 305-60-0000-76-750-6070-00-02-67300	Shift from 6052000007
Economic Development	76	Devlp Industrial: Crossroads - Other Capital Outlay	2,256,621	-	305 305-60-0000-76-750-6070-00-02-67990	C/O
Economic Development	76	DEVELOP MCFADDEN PROPERTY - Engineering - Outsourced	809,179	-	305 305-60-0000-76-750-6070-00-02-64070	C/O
Economic Development	76	DEVELOP MCFADDEN PROPERTY - Land	978,486	-	305 305-60-0000-76-750-6070-00-02-67300	C/O
Economic Development	76	DEVELOP MCFADDEN PROPERTY - Engineering - Outsourced	(809,179)	-	305 305-60-0000-76-750-6070-00-02-64070	Shift to 5521000004
Economic Development	76	DEVELOP MCFADDEN PROPERTY - Land	(978,486)	-	305 305-60-0000-76-750-6070-00-02-67300	Shift to 5521000004
Economic Development	76	MILLWORK MASTER PLANNING - Payments to Other Agencies	5,000	-	305 305-60-0000-76-750-6070-00-02-64130	Shift from 6052000028
Economic Development	76	Green Space HMD - Engineering - Outsourced	(5,000)	-	305 305-60-0000-76-750-6070-00-02-64070	Shift to 6052000027
Economic Development	76	Green Space HMD - Engineering - Outsourced	99,760	-	305 305-60-0000-76-750-6070-00-02-64070	C/O
City Manager's Office	76	Low-Income Solar Pilot Proj - Payments to Other Agencies	20,000	-	305 305-72-0000-76-750-7270-00-02-64130	C/O
Finance	76	Computer System Upgrade - Technology Equipment	18,416	-	305 305-74-0000-76-750-7470-00-02-65045	C/O
TOTAL GENERAL CONSTRUCTION FUND			8,972,487	1,525,388		
<u>GOLF CONSTRUCTION FUND</u>						
Recreation Division	76	Golf Tee Improvements - Other Capital Outlay	16,600	-	306 306-34-0000-76-750-3470-00-02-67990	C/O
Recreation Division	76	Golf Course Irrigation - Other Capital Outlay	20,000	-	306 306-34-0000-76-750-3470-00-02-67990	C/O
Recreation Division	76	Bunker Cart Paths - Other Capital Outlay	10,000	-	306 306-34-0000-76-750-3470-00-02-67990	C/O
Recreation Division	76	Bunker - Secure Mine Shaft - Other Capital Outlay	65,000	-	306 306-34-0000-76-750-3470-00-02-67990	Adjust to Actual
TOTAL GOLF CONSTRUCTION FUND			111,600	-		
<u>AIRPORT CONSTRUCTION FUND</u>						
Airport	76	Corporate Hanger Lighting - Buildings	10,100	-	308 308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	Replace Warning Surface Pads - Engineering - Outsourced	6,601	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	Replace Warning Surface Pads - Other Capital Outlay	63,000	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	Old Maintenance Shop Removal - Other Capital Outlay	31,850	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	Construct Solar PV System - Federal Grants	-	1,310,777	308 308-51-0000-76-750-5170-05-02-44000	C/O
Airport	76	Construct Solar PV System - Engineering - Outsourced	100,000	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	Construct Solar PV System - Other Capital Outlay	(915,257)	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	Terminal Geothermal Pump Repl - Other Capital Equipment	24,910	-	308 308-51-0000-76-750-5170-00-02-67270	C/O
Airport	76	Terminal Geothermal Pump Repl - Federal Grants	-	35,000	308 308-51-0000-76-750-5170-05-02-44000	C/O - Airport ARPA
Airport	76	Corporate Hangar Maintenance - Buildings	117,388	-	308 308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	Corporate Hangar Maintenance - Federal Grants	-	80,000	308 308-51-0000-76-750-5170-05-02-44000	C/O - Airport ARPA
Airport	76	Reconstruct Taxiway Alpha - Engineering - Outsourced	1,022,580	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	Reconstruct Taxiway Alpha - Other Capital Outlay	8,158,259	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	Reconstruct Taxiway Alpha - Federal Grants	-	11,880,272	308 308-51-0000-76-750-5170-05-02-44000	C/O
Airport	76	Reconstruct Taxiway Alpha - Proceeds from GO Debt	-	132,489	308 308-51-0000-76-750-5170-03-02-48200	C/O
Airport	76	PAVEMENT CONDITION INDEX - Engineering - Outsourced	85,000	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	PAVEMENT CONDITION INDEX - Federal Grants	-	85,000	308 308-51-0000-76-750-5170-05-02-44000	C/O - Airport ARPA
Airport	76	Reconstruct Taxiway Alpha - Other Capital Outlay	15,542	-	308 308-51-0000-76-750-5170-00-02-67990	Adjust to Actual
Airport	76	AIRPORT FENCING/HAZARD ST - Other Capital Outlay	20,066	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	NEW TERM LANDSCAPING - Engineering - Outsourced	42,476	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	AIRPORT STORM DRAIN IMPRO - Buildings	23,818	-	308 308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	AIRPORT ASPHALT REPAIR - Engineering - Internal	8,702	-	308 308-51-0000-76-750-5170-00-02-64075	C/O
Airport	76	AIRPORT ASPHALT REPAIR - Other Capital Outlay	17,753	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	Airport Apron - Engineering - Outsourced	216,377	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	Airport Apron - Other Capital Outlay	4,250,000	-	308 308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	Airport Apron - Federal Grants	-	5,000,000	308 308-51-0000-76-750-5170-05-02-44000	C/O
Airport	76	New Hangars - State Grants	-	2,508,407	308 308-51-0000-76-750-5170-05-02-44400	Adjust to Actual
Airport	76	New Hangars - Engineering - Outsourced	(20,102)	-	308 308-51-0000-76-750-5170-00-02-64070	C/O
TOTAL AIRPORT CONSTRUCTION FUND			13,279,063	21,031,945		
<u>WATER OPERATIONS FUND</u>						

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Water	81	Main Replacements - Other Capital Outlay	(150,000)	-	600 600-42-0000-81-810-4229-00-01-67990	Shift to Street Mat
Water	81	Main Replacements - Street Materials	150,000	-	600 600-42-0000-81-810-4229-00-01-65981	Shift from Oth Cap Out
TOTAL WATER OPERATIONS FUND			-	-		
<u>WATER CONSTRUCTION FUND</u>						
Parks Division	81	Murphy Park-rplc water lines - Engineering - Internal	10,000	-	601 601-30-0000-81-810-3070-00-02-64075	C/O
Parks Division	81	Murphy Park-rplc water lines - Other Capital Outlay	96,000	-	601 601-30-0000-81-810-3070-00-02-67990	C/O
Water	81	SCADA and Communications Imp - Technology Equipment	225,606	-	601 601-42-0000-81-810-4270-00-02-65045	C/O
Water	81	SCADA and Communications Imp - Other Capital Outlay	1,347,685	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Water Main Replacements - Streets - Other Capital Outlay	38,857	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Wells/Well Field Rehab - Engineering - Outsourced	29,550	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	Wells/Well Field Rehab - Engineering - Internal	70,000	-	601 601-42-0000-81-810-4270-00-02-64075	C/O
Water	81	Wells/Well Field Rehab - Other Capital Outlay	262,348	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Wells/Well Field Rehab - Proceeds from SRF	-	250,000	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	Webber Property Phase 1 & 2 - Other Professional Service	63,085	-	601 601-42-0000-81-810-4270-00-02-64900	C/O
Water	81	Webber Property Phase 1 & 2 - Other Capital Outlay	(32,340)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000010
Water	81	Webber Property Phase 1 & 2 - Other Capital Outlay	(32,340)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000009
Water	81	Webber Property Phase 1 & 2 - Other Capital Outlay	361,442	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Water Meter Replacement - Other Professional Service	(25,000)	-	601 601-42-0000-81-810-4270-00-02-64900	Shift to Other Cap Eq
Water	81	Water Meter Replacement - Other Capital Equipment	25,000	-	601 601-42-0000-81-810-4270-00-02-67270	Shift from Other Prof Serv
Water	81	Water Meter Replacement - Other Capital Equipment	1,180	-	601 601-42-0000-81-810-4270-00-02-67270	C/O
Water	81	Water Meter Replacement - Other Professional Service	615,551	-	601 601-42-0000-81-810-4270-00-02-64900	C/O
Water	81	Generator-Park hill&MtCaramel - Engineering - Outsourced	10,000	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	Generator-Park hill&MtCaramel - Other Capital Outlay	106,412	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Creek Crossing Restoration - Engineering - Internal	5,000	-	601 601-42-0000-81-810-4270-00-02-64075	C/O
Water	81	Creek Crossing Restoration - Other Capital Outlay	18,095	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Creek Crossing Restoration - Other Capital Outlay	259	-	601 601-42-0000-81-810-4270-00-02-67990	Adjust to Actual
Water	81	Water Main Reloc Manhole proj - Other Capital Outlay	938	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Fire hydrant Recl/replc - Other Capital Outlay	1,534	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Water Storage Maintenance - Other Professional Service	137,538	-	601 601-42-0000-81-810-4270-00-02-64900	C/O
Water	81	Water main replc-Sewer prog - Other Capital Outlay	430,000	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Public lead line water replc - Engineering - Outsourced	27,930	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	Public lead line water replc - Other Capital Outlay	343,269	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Public lead line water replc - Proceeds from SRF	-	371,199	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	Airbornd Rd Water Extension - Other Capital Outlay	20,000	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Water Treatment Plant Plan - Engineering - Outsourced	10,000	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	Water Trtmnt Plant Pipe Rehab - Other Capital Outlay	(59,347)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000034
Water	81	Water Trtmnt Plant Pipe Rehab - Other Capital Outlay	59,347	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	BURLINGTON WATER MAIN - Other Capital Outlay	50,752	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	BURLINGTON WATER MAIN - Other Capital Outlay	(1,000)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000047
Water	81	SRF GREEN ALLEY - Other Capital Outlay	1,000	-	601 601-42-0000-81-810-4270-00-02-67990	Shift from 4281000036
Water	81	BURLINGTON WATER MAIN - Other Capital Outlay	(48,709)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000014
Water	81	BURLINGTON WATER MAIN - Other Capital Outlay	(1,043)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000034
Water	81	MAIN EXT TO NEW DEV - Engineering - Internal	1,043	-	601 601-42-0000-81-810-4270-00-02-64075	Shift from 4281000036
Water	81	WTP Roof Repair - Other Capital Outlay	309,190	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Private Lead Line Replacement Prog - Engineering - Outsourced	265,560	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	Private Lead Line Replacement Prog - Other Capital Outlay	4,979,461	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Private Lead Line Replacement Prog - Proceeds from SRF	-	3,709,504	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	Source Water PFAS Red - Deep Water - Engineering - Outsourced	550,000	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	Source Water PFAS Red - Deep Water - Other Capital Outlay	600,000	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	Source Water PFAS Red - Deep Water - Proceeds from SRF	-	1,150,000	601 601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	Water Treatment Boiler Replacements - Buildings	(66,422)	-	601 601-42-0000-81-810-4270-00-02-67500	Shift to 4281000007
Water	81	Water Treatment Boiler Replacements - Buildings	97,901	-	601 601-42-0000-81-810-4270-00-02-67500	C/O
Water	81	West 32nd Dev - Water Main - Engineering - Outsourced	25,000	-	601 601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	West 32nd Dev - Water Main - Other Capital Outlay	191,000	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	ROOSEVELT RD MAIN EXXT - Other Capital Outlay	462,297	-	601 601-42-0000-81-810-4270-00-02-67990	C/O

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Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Water	81	ROOSEVELT RD MAIN EXXT - Other Capital Outlay	(462,297)	-	601 601-42-0000-81-810-4270-00-02-67990	Shift to 4281000034
Water	81	MAIN EXT TO NEW DEV - Engineering - Internal	462,297	-	601 601-42-0000-81-810-4270-00-02-64075	Shift from 4281000030
Water	81	ROOSEVELT RD MAIN EXXT - Other Capital Outlay	3,338	-	601 601-42-0000-81-810-4270-00-02-67990	C/O
Finance	81	Computer System Upgrade - Technology Equipment	62,065	-	601 601-74-0000-81-810-7470-00-02-65045	C/O
Information Technology	81	City-wide comp/printer replac - Technology Equipment	3,188	-	601 601-77-0000-81-810-7770-00-02-65045	C/O
TOTAL WATER CONSTRUCTION FUND			11,652,220	5,480,703		
<u>SANITARY OPERATING FUND</u>						
Water & Resource Recovery Cntr	80	Environmental Monitoring - Sewage Fees	-	(53,000)	610 610-43-0000-80-815-4305-03-01-45110	Adjust to Actual
Water & Resource Recovery Cntr	80	Fats Oils Grease - FOG Dumping Fee	-	25,490	610 610-43-0000-80-815-4303-03-01-45122	Adjust to Actual
Water & Resource Recovery Cntr	80	Fats Oils Grease - Water/Sewer Permit	-	(84,575)	610 610-43-0000-80-815-4303-03-01-41380	Adjust to Actual
Water & Resource Recovery Cntr	80	No Sub-Activity - High Strength Waste	-	(395,480)	610 610-43-0000-80-815-0000-03-01-45120	Adjust to Actual
Water & Resource Recovery Cntr	80	WRRC Odor Cleaning - Other Contractual Service	114,635	-	610 610-43-0000-80-815-4302-00-01-64990	C/O
Engineering	80	Project Engineering - Other Capital Outlay	78,734	-	610 610-55-5510-80-815-5502-00-01-67990	C/O
TOTAL SANITARY OPERATING FUND			193,369	(507,565)		
<u>SANITARY SEWER CONSTRUCTION FUND</u>						
Water & Resource Recovery Cntr	80	HS WASTE RECEIVE & STORE - Other Capital Outlay	1,007,581	-	611 611-43-0000-80-815-4370-00-02-67990	C/O
Water & Resource Recovery Cntr	80	HS WASTE RECEIVE & STORE - Proceeds from SRF	-	1,132,581	611 611-43-0000-80-815-4370-03-02-48250	C/O
Water & Resource Recovery Cntr	80	Boiler #2 - Engineering - Outsourced	100,000	-	611 611-43-0000-80-815-4370-00-02-64070	C/O
Water & Resource Recovery Cntr	80	Boiler #2 - Buildings	200,000	-	611 611-43-0000-80-815-4370-00-02-67500	C/O
Water & Resource Recovery Cntr	80	Boiler #2 - Proceeds from SRF	-	300,000	611 611-43-0000-80-815-4370-03-02-48250	C/O
Water & Resource Recovery Cntr	80	Boiler #2 - Buildings	(150,000)	-	611 611-43-0000-80-815-4370-00-02-67500	Shift to 4381500016
Water & Resource Recovery Cntr	80	Facility Management Plan Update - Engineering - Outsourced	150,000	-	611 611-43-0000-80-815-4370-00-02-64070	Shift from 4381500011
Water & Resource Recovery Cntr	80	Boiler #2 - Proceeds from SRF	-	(150,000)	611 611-43-0000-80-815-4370-03-02-48250	Shift to 4381500016
Water & Resource Recovery Cntr	80	Facility Management Plan Update - Proceeds from SRF	-	150,000	611 611-43-0000-80-815-4370-03-02-48250	Shift from 4381500011
Water & Resource Recovery Cntr	80	Boiler #2 - Buildings	(50,000)	-	611 611-43-0000-80-815-4370-00-02-67500	Shift to 4381500014
Water & Resource Recovery Cntr	80	Lift Station SCADA Upgrades - Buildings	50,000	-	611 611-43-0000-80-815-4370-00-02-67500	Shift from 4381500011
Water & Resource Recovery Cntr	80	Boiler #2 - Proceeds from SRF	-	(50,000)	611 611-43-0000-80-815-4370-03-02-48250	Shift to 4381500014
Water & Resource Recovery Cntr	80	Lift Station SCADA Upgrades - Proceeds from SRF	-	50,000	611 611-43-0000-80-815-4370-03-02-48250	Shift from 4381500011
Water & Resource Recovery Cntr	80	Lift Station SCADA Upgrades - Other Capital Outlay	18,000	-	611 611-43-0000-80-815-4370-00-02-67990	C/O
Water & Resource Recovery Cntr	80	HS WASTE RECEIVE & STORE - Other Capital Outlay	66,711	-	611 611-43-0000-80-815-4370-00-02-67990	Adjust to Actual
Water & Resource Recovery Cntr	80	CEDAR/TERM ASSESSMENTS - Proceeds from SRF	-	350,000	611 611-55-0000-80-815-5570-03-02-48250	Shift from 4381500016
Water & Resource Recovery Cntr	80	CEDAR/TERM ASSESSMENTS - Proceeds from SRF	-	100,000	611 611-55-0000-80-815-5570-03-02-48250	Shift from 4381500011
Water & Resource Recovery Cntr	80	CEDAR/TERM ASSESSMENTS - Proceeds from SRF	-	50,000	611 611-55-0000-80-815-5570-03-02-48250	Shift from 4381500014
Water & Resource Recovery Cntr	80	CEDAR/TERM ASSESSMENTS - Proceeds from SRF	-	300,000	611 611-55-0000-80-815-5570-03-02-48250	Shift from 4381500015
Water & Resource Recovery Cntr	80	Facility Management Plan Update - Proceeds from SRF	-	(350,000)	611 611-43-0000-80-815-4370-03-02-48250	Shift to 5581500023
Water & Resource Recovery Cntr	80	Boiler #2 - Proceeds from SRF	-	(100,000)	611 611-43-0000-80-815-4370-03-02-48250	Shift to 5581500023
Water & Resource Recovery Cntr	80	Lift Station SCADA Upgrades - Proceeds from SRF	-	(50,000)	611 611-43-0000-80-815-4370-03-02-48250	Shift to 5581500023
Water & Resource Recovery Cntr	80	Bar Screen Replacement - Proceeds from SRF	-	(300,000)	611 611-43-0000-80-815-4370-03-02-48250	Shift to 5581500023
Public Works	80	SANITARY SEWER ROOT FOAM - Other Professional Service	38,498	-	611 611-54-0000-80-815-5470-00-02-64900	C/O
Public Works	80	SANITARY SEWER ROOT FOAM - Other Professional Service	(32,202)	-	611 611-54-0000-80-815-5470-00-02-64900	Shift to 5429900018
Public Works	80	MSC - Fuel System - Other Professional Service	32,202	-	611 611-54-0000-80-815-5470-00-02-64900	Shift from 5481500003
Engineering	80	Sanitary Sewer Extensions-Pre-Annex - Engineering - Internal	45,046	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Sanitary Sewer Extensions-Pre-Annex - Other Professional Service	21,899	-	611 611-55-0000-80-815-5570-00-02-64900	C/O
Engineering	80	Sanitary Sewer Extensions-Pre-Annex - Other Contractual Service	541,700	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Sanitary Sewer Extensions-Pre-Annex - Other Capital Outlay	378,805	-	611 611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	Sanitary Sewer Extensions-Pre-Annex - Proceeds from SRF	-	970,597	611 611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	Sanitary Sewer Extensions-Old - Engineering - Internal	51,530	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Sanitary Sewer Extensions-Old - Other Contractual Service	319,780	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Sanitary Sewer Extensions-Old - Land	15,000	-	611 611-55-0000-80-815-5570-00-02-67300	C/O
Engineering	80	Sanitary Sewer Extensions-Old - Proceeds from SRF	-	231,786	611 611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	Sanitary Sewer Lining Program - Engineering - Internal	24,319	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Sanitary Sewer Lining Program - Other Contractual Service	124,080	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Sanitary Sewer Lining Program - Engineering - Internal	128	-	611 611-55-0000-80-815-5570-00-02-64075	Adjust to Actual
Engineering	80	Old Mill Road Lift Station - Engineering - Internal	14,075	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Old Mill Road Lift Station - Other Contractual Service	3,208,150	-	611 611-55-0000-80-815-5570-00-02-64990	C/O

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Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Engineering	80	Old Mill Road Lift Station - Other Capital Outlay	4,070,401	-	611 611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	Old Mill Road Lift Station - Proceeds from SRF	-	6,991,150	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Old Mill Road Lift Station - Proceeds from SRF	-	500,000	611 611-55-0000-80-815-5570-00-02-48250	Shift from 5581500013
Engineering	80	Sewer CCTV Inspect/Assess - Proceeds from SRF	-	(500,000)	611 611-55-0000-80-815-5570-00-02-48250	Shift to 5581500006
Engineering	80	Harvard Street San Sewer Recon - Engineering - Internal	18,000	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Harvard Street San Sewer Recon - Proceeds from SRF	-	18,000	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Hempstead San Sewer Recon - Engineering - Internal	18,000	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Hempstead San Sewer Recon - Proceeds from SRF	-	18,000	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Knob Hill-Duggan Drive Recon - Engineering - Internal	18,500	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Knob Hill-Duggan Drive Recon - Proceeds from SRF	-	18,500	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Center Grove Sewer Reconst - Engineering - Internal	7,300	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Center Grove Sewer Reconst - Engineering - Internal	(7,300)	-	611 611-55-0000-80-815-5570-00-02-64075	Shift to 5581500006
Engineering	80	Old Mill Road Lift Station - Engineering - Internal	7,300	-	611 611-55-0000-80-815-5570-00-02-64075	Shift from 5581500007
Engineering	80	Center Grove Sewer Reconst - Proceeds from SRF	-	7,300	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Center Grove Sewer Reconst - Proceeds from SRF	-	(7,300)	611 611-55-0000-80-815-5570-00-02-48250	Shift from 5581500007
Engineering	80	Old Mill Road Lift Station - Proceeds from SRF	-	7,300	611 611-55-0000-80-815-5570-00-02-48250	Shift to 5581500006
Engineering	80	Auburn&Custer Sewer Reconst - Other Contractual Service	303,358	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Auburn&Custer Sewer Reconst - Proceeds from SRF	-	537,916	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Granger Creek Lift St Improv - Engineering - Internal	26,037	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Granger Creek Lift St Improv - Other Contractual Service	498,105	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Granger Creek Lift St Improv - Other Capital Outlay	1,240,000	-	611 611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	CENTER PLACE ALLEY SEWER - Engineering - Internal	14,426	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	CENTER PLACE ALLEY SEWER - Engineering - Internal	(14,426)	-	611 611-55-0000-80-815-5570-00-02-64075	Shift to 5581500009
Engineering	80	Granger Creek Lift St Improv - Engineering - Internal	14,426	-	611 611-55-0000-80-815-5570-00-02-64075	Shift from 5581500022
Engineering	80	Granger Creek Lift St Improv - Proceeds from SRF	-	14,426	611 611-55-0000-80-815-5570-00-02-48250	Shift from 5581500022
Engineering	80	CENTER PLACE ALLEY SEWER - Proceeds from SRF	-	(14,426)	611 611-55-0000-80-815-5570-00-02-48250	Shift to 5581500009
Engineering	80	Granger Creek Lift St Improv - Federal Grants	-	1,000,000	611 611-55-0000-80-815-5570-05-02-44000	C/O
Engineering	80	Granger Creek Lift St Improv - Proceeds from SRF	-	2,195,671	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Grove Terrace Sewer Reconst - Engineering - Internal	10,000	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Grove Terrace Sewer Reconst - Other Contractual Service	100,000	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Grove Terrace Sewer Reconst - Proceeds from SRF	-	110,000	611 611-55-0000-80-815-5570-03-02-48250	C/O
Engineering	80	St Anne Dr Storm Sewer Exten - Engineering - Internal	1,173	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Sewer CCTV Inspect/Assess - Engineering - Internal	30,000	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Sewer CCTV Inspect/Assess - Other Contractual Service	510,764	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Sewer CCTV Inspect/Assess - Proceeds from SRF	-	636,233	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Force Main Stabilization - Other Professional Service	3,432	-	611 611-55-0000-80-815-5570-00-02-64900	C/O
Engineering	80	Force Main Stabilization - Other Contractual Service	75,000	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Force Main Stabilization - Land	8,450	-	611 611-55-0000-80-815-5570-00-02-67300	C/O
Engineering	80	Force Main Stabilization - Proceeds from SRF	-	1,524,161	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	Force Main Air Release Project - Engineering - Internal	30,000	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Force Main Air Release Project - Other Professional Service	60,000	-	611 611-55-0000-80-815-5570-00-02-64900	C/O
Engineering	80	Force Main Air Release Project - Other Contractual Service	156,975	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Force Main Air Release Project - Proceeds from SRF	-	250,000	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	GENERAL SANITARY SEWER REPAIR - Other Contractual Service	95,977	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	I&I REDUCTION PROGRAM - Engineering - Internal	17,532	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	I&I REDUCTION PROGRAM - Other Contractual Service	52,350	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	CENTER PLACE ALLEY SEWER - Proceeds from SRF	-	22,498	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	CEDAR/TERM ASSESSMENTS - Other Contractual Service	806,810	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	CEDAR/TERM ASSESSMENTS - Other Contractual Service	788	-	611 611-55-0000-80-815-5570-00-02-64990	Adjust to Actual
Engineering	80	CEDAR/TERM ASSESSMENTS - Proceeds from SRF	-	862,812	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	TWIN RIDGE LIFT ST ABANDO - Engineering - Internal	9,524	-	611 611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	TWIN RIDGE LIFT ST ABANDO - Other Capital Outlay	910,758	-	611 611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	TWIN RIDGE LIFT ST ABANDO - Proceeds from SRF	-	980,038	611 611-55-0000-80-815-5570-00-02-48250	C/O
Engineering	80	TIMBERHYRST SANITARY - Other Contractual Service	80,477	-	611 611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	TIMBERHYRST SANITARY - Other Contractual Service	854	-	611 611-55-0000-80-815-5570-00-02-64990	Adjust to Actual

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Department	Program	Description	Expense	Revenue		Explanation	
			Amount	Amount	Fund		GL ACCOUNT
Engineering	80	ASSET MANAGEMENT - Other Capital Outlay	196,734	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	ASSET MANAGEMENT - Other Capital Outlay	302,000	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	ASSET MANAGEMENT - Other Capital Outlay	(302,000)	-	611	611-55-0000-80-815-5570-00-02-67990	Adjust to Actual
Engineering	80	ASSET MANAGEMENT - Proceeds from SRF	-	471,491	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	Old Mill Road Lift Station - Proceeds from SRF	-	271,491	611	611-55-0000-80-815-5570-80-02-48250	Shift from 5581500026
Engineering	80	ASSET MANAGEMENT - Proceeds from SRF	-	(271,491)	611	611-55-0000-80-815-5570-80-02-48250	Shift to 5581500006
Engineering	80	Coates Sanitary Sewer - Other Capital Outlay	10,140	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	Monroe St San Sewer Ext - Other Contractual Service	6,947	-	611	611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	Monroe St San Sewer Ext - Other Contractual Service	(6,947)	-	611	611-55-0000-80-815-5570-00-02-64990	Shift to 5581500009
Engineering	80	Granger Creek Lift St Improv - Other Contractual Service	6,947	-	611	611-55-0000-80-815-5570-00-02-64990	Shift from 5581500033
Engineering	80	Track Ln San Sewer Clean - Engineering - Internal	21,865	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Track Ln San Sewer Clean - Engineering - Internal	(21,865)	-	611	611-55-0000-80-815-5570-00-02-64075	Shift to 5581500009
Engineering	80	Granger Creek Lift St Improv - Engineering - Internal	21,865	-	611	611-55-0000-80-815-5570-00-02-64075	Shift from 5581500034
Engineering	80	Track Ln San Sewer Clean - Proceeds from SRF	-	281,119	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	Track Ln San Sewer Clean - Proceeds from SRF	-	(259,011)	611	611-55-0000-80-815-5570-80-02-48250	Shift to 5581500006
Engineering	80	Old Mill Road Lift Station - Proceeds from SRF	-	259,011	611	611-55-0000-80-815-5570-80-02-48250	Shift from 5581500034
Engineering	80	Perry & Bradley Force Main - Engineering - Internal	35,000	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Perry & Bradley Force Main - Engineering - Internal	(35,000)	-	611	611-55-0000-80-815-5570-00-02-64075	Shift to 5581500044
Engineering	80	Perry St & Bradley St Lift Station - Engineering - Internal	35,000	-	611	611-55-0000-80-815-5570-00-02-64075	Shift from 5581500035
Engineering	80	Perry & Bradley Force Main - Proceeds from SRF	-	35,000	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	Perry & Bradley Force Main - Proceeds from SRF	-	(35,000)	611	611-55-0000-80-815-5570-80-02-48250	Shift to 5581500044
Engineering	80	Perry St & Bradley St Lift Station - Proceeds from SRF	-	35,000	611	611-55-0000-80-815-5570-80-02-48250	Shift from 5581500035
Engineering	80	\$9.4 GREEN ALLEYS - Other Capital Outlay	347,990	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	\$9.4 GREEN ALLEYS - Other Capital Outlay	(347,990)	-	611	611-55-0000-80-815-5570-00-02-67990	Adjust to Actual
Engineering	80	Abbott & Cottage Sanitary Sewer - Engineering - Internal	15,000	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Abbott & Cottage Sanitary Sewer - Proceeds from SRF	-	15,000	611	611-55-0000-80-815-5570-03-02-48250	C/O
Engineering	80	Cooper Place & Maiden Lane Sanitary - Engineering - Internal	22,000	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Cooper Place & Maiden Lane Sanitary - Proceeds from SRF	-	22,000	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	Perry St & Bradley St Lift Station - Engineering - Internal	12,000	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Perry St & Bradley St Lift Station - Other Capital Outlay	255,000	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	Perry St & Bradley St Lift Station - Proceeds from SRF	-	267,000	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	Kerper Blvd Lift Station - Other Capital Outlay	984,626	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	Kerper Blvd Lift Station - Other Capital Outlay	(984,626)	-	611	611-55-0000-80-815-5570-00-02-67990	Adjust to Actual
Engineering	80	Schmitt Island Sanitary Improvement - Other Capital Outlay	217,762	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Engineering	80	Schmitt Island Sanitary Improvement - Other Capital Outlay	(217,762)	-	611	611-55-0000-80-815-5570-00-02-67990	Adjust to Actual
Engineering	80	CEDAR/TERM ASSESSMENTS - Other Contractual Service	66,711	-	611	611-55-0000-80-815-5570-00-02-64990	Adjust to Actual
Engineering	80	CEDAR/TERM ASSESSMENTS - Other Contractual Service	788	-	611	611-55-0000-80-815-5570-00-02-64990	Adjust to Actual
Engineering	80	CEDAR/TERM ASSESSMENTS - Other Contractual Service	854	-	611	611-55-0000-80-815-5570-00-02-64990	Adjust to Actual
Engineering	80	Heeb Street - Engineering - Internal	20,000	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	Heeb Street - Other Capital Outlay	160,000	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Finance	80	Computer System Upgrade - Technology Equipment	181,068	-	611	611-74-0000-80-815-7470-00-02-65045	C/O
Information Technology	80	City-wide comp/printer replac - Technology Equipment	77,338	-	611	611-77-0000-80-815-7770-00-02-65045	C/O
TOTAL SANITARY SEWER CONST FUND			16,431,738	18,898,853			
STORM WATER OPERATING FUND							
Public Works	82	Stormwater Maintenance - Other Equipment	1,000	-	620	620-54-0000-82-865-5417-00-01-65050	C/O
Public Works	82	Stormwater Maintenance - Other Equipment	11,000	-	620	620-54-0000-82-865-5417-00-01-65050	C/O
TOTAL STORM WATER OPERATING FUND			12,000	-			
STORM WATER CONSTRUCTION FUND							
Engineering	80	Catch Basin Reconstruction - Other Capital Outlay	77,929	-	621	621-55-0000-80-865-5570-00-02-67990	C/O
Engineering	80	Drain Tile Program - Other Capital Outlay	100,672	-	621	621-55-0000-80-865-5570-00-02-67990	C/O
Engineering	80	SW Infiltration&Info Elim Pro - Other Capital Outlay	23,000	-	621	621-55-0000-80-865-5570-00-02-67990	C/O
Engineering	80	Bee Branch Gate&pump replc - Other Capital Outlay	2,392,393	-	621	621-55-0000-80-865-5570-00-02-67990	C/O
Engineering	82	Water Plant Flood Protection System - Engineering - Internal	125,000	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Water Plant Flood Protection System - Engineering - Internal	(125,000)	-	621	621-55-0000-82-865-5570-00-02-64075	Adjust to Actual
Engineering	82	Water Plant Flood Protection System - State Grants	-	125,000	621	621-55-0000-82-865-5570-05-02-44400	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Engineering	82	Water Plant Flood Protection System - State Grants	-	(125,000)	621 621-55-0000-82-865-5570-00-02-44400	Adjust to Actual
Engineering	82	Storm Sewer Replacements - Engineering - Internal	26,878	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Storm Sewer Replacements - Other Capital Outlay	51,276	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Catch Basin Reconstruction - Engineering - Outsourced	5,000	-	621 621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	Catch Basin Reconstruction - Engineering - Internal	17,814	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Drain Tile Program - Engineering - Internal	23,874	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Federal Building Drainage Imp - Engineering - Internal	6,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Federal Building Drainage Imp - Other Capital Outlay	55,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	SW Infiltration&Info Elim Pro - Engineering - Internal	19,656	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Bee Branch Gate&pump replc - Engineering - Internal	50,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	FLOOD CONTROL MAINT FACILITY - Other Professional Service	37,561	-	621 621-55-0000-82-865-5570-00-02-64900	C/O
Engineering	82	Bee Branch Railroad Culverts Projec - Other Capital Outlay	245,221	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Bee Branch Railroad Culverts Projec - Proceeds from SRF	-	666,261	621 621-55-0000-82-865-5570-03-02-48250	C/O
Engineering	82	CATFISH CRK WATERSHED PRT - Grants	50,005	-	621 621-55-0000-82-865-5570-00-02-64135	Adjust to Actual
Engineering	82	CATFISH CRK WATERSHED PRT - Proceeds from SRF	-	49,604	621 621-55-0000-82-865-5570-03-02-48250	C/O
Engineering	82	WILBRICHT DETENTION BASIN - Engineering - Internal	2,981	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	WILBRICHT DETENTION BASIN - Other Capital Outlay	18,260	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	PERV PAVE BB RR SPONSOR - Engineering - Outsourced	15,000	-	621 621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	PERV PAVE BB RR SPONSOR - Engineering - Internal	15,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	PERV PAVE BB RR SPONSOR - Other Capital Outlay	874,939	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	PERV PAVE BB RR SPONSOR - Proceeds from SRF	-	1,000,000	621 621-55-0000-82-865-5570-03-02-48250	C/O
Engineering	82	CATHERINE ST STORM SEWER - Engineering - Internal	3,039	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	CATHERINE ST STORM SEWER - Other Capital Outlay	47,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Storm sewer Imprv/Exten - Engineering - Internal	12,924	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Storm sewer Imprv/Exten - Other Capital Outlay	103,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Catfish Creek Watershed - Other Professional Service	55,209	-	621 621-55-0000-82-865-5570-00-02-64900	C/O
Engineering	82	Catfish Creek Watershed - Federal Grants	-	59,896	621 621-55-0000-82-865-5570-05-02-44000	C/O
Engineering	82	IPC Grant Match - Other Professional Service	1,160	-	621 621-55-0000-82-865-5570-00-02-64900	C/O
Engineering	82	Copper Field Storm Sewer Extension - Engineering - Internal	6,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Copper Field Storm Sewer Extension - Other Capital Outlay	28,700	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Kaufmann Ave Storm Rel 02 - Engineering - Internal	1,968	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Kaufmann Ave Storm Rel 02 - Land	3,000	-	621 621-55-0000-82-865-5570-00-02-67300	C/O
Engineering	82	Storm Sewer Extension - Engineering - Internal	5,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Storm Sewer Extension - Other Capital Outlay	25,100	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Keokuk Storm Sewer Ext - Engineering - Internal	8,600	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Keokuk Storm Sewer Ext - Other Capital Outlay	36,000	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Maus Park Culvert Restoration - Engineering - Outsourced	239,810	-	621 621-55-0000-82-865-5570-00-02-64070	Adjust to Actual
Engineering	82	St Anne Dr Storm Sewer Exten - Other Capital Outlay	32,671	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Admiral Sheehy Dr Sewer Imp - Engineering - Internal	5,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Admiral Sheehy Dr Sewer Imp - Other Capital Outlay	31,186	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	Heeb Street - Engineering - Internal	30,000	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Bergfeld Pond Det Basin Outlet Repa - Engineering - Internal	15,865	-	621 621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	Bergfeld Pond Det Basin Outlet Repa - Other Capital Outlay	117,500	-	621 621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	32nd St multimodal access - Engineering - Outsourced	20,000	-	621 621-55-0000-82-865-5570-00-02-64070	C/O
Finance	82	Computer System Upgrade - Technology Equipment	81,898	-	621 621-74-0000-82-865-7470-00-02-65045	C/O
Information Technology	82	City-wide comp/printer replac - Technology Equipment	10,927	-	621 621-77-0000-82-865-7770-00-02-65045	C/O
TOTAL STORM WATER CONST FUND			5,030,016	1,775,761		
PARKING OPERATING FUND						
Parking Division	83	Administration - Meetings & Conferences	2,585	-	650 650-46-0000-83-830-4601-00-01-62400	C/O
Parking Division	83	Administration - Education Reimbursement	2,000	-	650 650-46-0000-83-830-4601-00-01-62500	C/O
Parking Division	83	Ramps - Building Maintenance	1,243	-	650 650-46-4603-83-830-4602-00-01-63100	C/O
Parking Division	83	Ramps - Technology Equipment	40,359	-	650 650-46-4603-83-830-4602-00-01-65045	C/O
Parking Division	83	Ramps - Technology Equipment	50,008	-	650 650-46-4605-83-830-4602-00-01-65045	C/O
Parking Division	83	Parking Maintenance - Vehicles	67,500	-	650 650-46-0000-83-830-4606-00-01-67100	C/O
Parking Division	83	Ramps - Equipment Maint/Repair	4,556	-	650 650-46-4601-83-830-4602-00-01-63400	C/O

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Parking Division	83	Ramps - Building Maintenance	4,461	-	650 650-46-4605-83-830-4602-00-01-63100	C/O
Parking Division	83	Ramps - Building Maintenance	4,874	-	650 650-46-4602-83-830-4602-00-01-63100	C/O
Parking Division	83	Ramps - Elevator Service	2,550	-	650 650-46-4607-83-830-4602-00-01-64865	C/O
Parking Division	83	Ramps - Technology Equip Maint Cont	9,439	-	650 650-46-4607-83-830-4602-00-01-64980	C/O
Parking Division	83	Ramps - Building Maintenance	993	-	650 650-46-4607-83-830-4602-00-01-63100	C/O
Parking Division	83	Meter Enforcement - Technology Equipment	15,374	-	650 650-46-0000-83-830-4605-00-01-65045	C/O
Parking Division	83	Administration - Building Maintenance	4,042	-	650 650-46-0000-83-830-4601-00-01-63100	C/O
Parking Division	83	Ramps - Elevator Service	1,334	-	650 650-46-4606-83-830-4602-00-01-64865	C/O
Parking Division	83	Meter Enforcement - Vehicles	55,638	-	650 650-46-0000-83-830-4605-00-01-67100	C/O
TOTAL PARKING OPERATING FUND			266,956	-		
<u>PARKING CONSTRUCTION FUND</u>						
Parking Division	83	Port of Dubuque Ramp Maint - Other Capital Outlay	814,537	-	651 651-46-0000-83-830-4670-00-02-67990	C/O
TOTAL PARKING CONSTRUCTION FUND			814,537	-		
<u>REFUSE CONSTRUCTION FUND</u>						
Public Works	85	Solid Waste Vehicles - Other Capital Equipment	27,708	-	671 671-54-0000-85-840-5470-00-02-67270	Adjust to Actual
Public Works	85	Solid Waste Vehicles - Proceeds from GO Debt	-	338,721	671 671-54-0000-85-840-5470-03-02-48200	C/O
TOTAL REFUSE CONSTRUCTION FUND			27,708	338,721		
<u>TRANSIT CONSTRUCTION FUND</u>						
Transit Division	86	Bus Replacements - Other Capital Equipment	(436,436)	-	691 691-53-0000-86-850-5370-00-02-67270	C/O
Transit Division	86	Bus Replacements - Federal Grants	-	1,019,114	691 691-53-0000-86-850-5370-05-02-44000	C/O
Transit Division	86	Bus Stop Improvements - Engineering - Internal	6,626	-	691 691-53-0000-86-850-5370-00-02-64075	C/O
Transit Division	86	Bus Stop Improvements - Other Capital Equipment	23,015	-	691 691-53-0000-86-850-5370-00-02-67270	C/O
Transit Division	86	Bus Stop Improvements - Other Capital Outlay	29,021	-	691 691-53-0000-86-850-5370-00-02-67990	C/O
Transit Division	86	Bus Stop Improvements - State Grants	-	35,329	691 691-53-0000-86-850-5370-05-02-44400	C/O
Transit Division	86	REPLACE FIXED ROUTE BUSES - Heavy Equipment	15,271	-	691 691-53-0000-86-850-5370-00-02-67230	C/O
Transit Division	86	REPLACE FIXED ROUTE BUSES - Other Capital Equipment	33,811	-	691 691-53-0000-86-850-5370-00-02-67270	C/O
Transit Division	86	REPLACE FIXED ROUTE BUSES - Federal Grants	-	46,682	691 691-53-0000-86-850-5370-05-02-44000	C/O
Transit Division	86	Onboard Security Cameras - Other Capital Outlay	390,627	-	691 691-53-0000-86-850-5370-00-02-67990	C/O
Transit Division	86	Onboard Security Cameras - Proceeds from SRF	-	247,276	691 691-53-0000-86-850-5370-03-02-48250	C/O
Transit Division	86	BUS DC CHARGING STATION - Other Capital Outlay	270,701	-	691 691-53-0000-86-850-5370-00-02-67990	C/O
Transit Division	86	Bus Replacements - Other Capital Equipment	114	-	691 691-53-0000-86-850-5370-00-02-67270	Adjust to Actual
Information Technology	86	City-wide comp/printer replac - Technology Equipment	13,557	-	691 691-77-0000-86-850-7770-00-02-65045	C/O
TOTAL TRANSIT CONSTRUCTION FUND			346,307	1,348,401		
<u>GARAGE SERVICE FUND</u>						
Public Works	88	Garage Services - Other Professional Service	30,000	-	811 811-54-5403-88-899-5415-00-01-64900	C/O
Public Works	88	Garage Electric Vehicle Chrg - Other Capital Outlay	33,997	-	811 811-54-0000-88-899-5470-00-02-67990	C/O
Public Works	88	Garage Electric Vehicle Chrg - Other Capital Outlay	(33,997)	-	811 811-54-0000-88-899-5470-00-02-67990	Shift to 5429900018
Public Works	88	MSC - Fuel System - Other Capital Outlay	33,997	-	811 811-54-0000-88-899-5470-00-02-67990	Shift from 5429900008
TOTAL GARAGE SERVICE FUND			63,997	-		
<u>LANDFILL FUND</u>						
Landfill	00	DMASWA Non-Reported - Engineering - Outsourced	36,623	-	950 950-82-0000-00-930-8201-00-01-64070	C/O
Landfill	00	DMASWA Non-Reported - Grants	69,848	-	950 950-82-0000-00-930-8201-00-01-64135	C/O
Landfill	00	LF Customer Convenience Center - Buildings	277,840	-	950 950-82-0000-00-930-5470-00-02-67500	C/O
Landfill	00	LF Customer Convenience Center - Buildings	5,000,000	-	950 950-82-0000-00-930-5470-00-02-67500	Shift from Publ Wrks
Water	81	Airbornd Rd Water Extension - Other Capital Outlay	279,973	-	950 950-42-0000-81-810-4270-00-02-67990	C/O
Finance	90	Computer System Upgrade - Technology Equipment	70,448	-	950 950-74-0000-90-840-7470-00-02-65045	C/O
Information Technology	90	City-wide comp/printer replac - Technology Equipment	17,811	-	950 950-77-0000-90-840-7770-00-02-65045	C/O
Landfill	90	Composting - Education Reimbursement	4,000	-	950 950-54-5404-90-840-5420-00-01-62500	C/O
Landfill	90	DMASWA Grants Non-Reported - Iowa Dept of Natural Resources	-	26,296	950 950-82-0000-90-000-8250-04-01-44500	C/O
Landfill	90	DMASWA Grants Non-Reported - Iowa Dept of Natural Resources	-	9,907	950 950-82-0000-90-000-8250-04-01-44500	C/O
Landfill	90	LF Customer Convenience Center - Buildings	5,000,000	-	950 950-54-0000-90-840-5470-00-02-67500	C/O
Landfill	90	LF Customer Convenience Center - Buildings	(5,000,000)	-	950 950-54-0000-90-840-5470-00-02-67500	Shift to Landfill
TOTAL LANDFILL FUND			5,756,543	36,203		

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense	Revenue	Fund	GL ACCOUNT	Explanation
			Amount	Amount			
TRANSFERS			Transfer Out	Transfer In			
Fire	Trans01	Station 4 Improvements - Transfer In DRA Gaming Fund	-	6	304	304-13-0000-76-750-1370-90-02-49101	Transfer Funds
Fire	Trans01	No Sub-Activity - Transfers Out to Sales Tax Con	6	-	101	101-10-0000-00-000-0000-00-02-69304	Transfer Funds
Fire	Trans02	Mechanical&Electric Study - Transfer in Sales Tax 20%	-	22,690	100	100-13-0000-10-150-1304-90-01-49304	Transfer Funds
Fire	Trans02	No Sub-Activity - Transfers Out To General Fund	22,690	-	304	304-10-0000-00-000-0000-00-02-69100	Transfer Funds
Fire	Trans03	HVAC replcmnt Fire HQ - Transfer in DRA Distribution	-	103,586	304	304-13-0000-76-750-1370-90-02-49102	Transfer Funds
Fire	Trans03	HVAC replcmnt Fire HQ - Transfers Out to Sales Tax Con	103,586	-	102	102-10-0000-00-000-0000-00-02-69304	Transfer Funds
Fire	Trans04	Fire Station Exhaust Systems - Transfer in Sales Tax 20%	-	17,021	101	101-30-0000-76-750-7270-90-02-49304	Transfer Funds
Fire	Trans04	No Sub-Activity - Transfers Out To DRA Gaming	17,021	-	304	304-10-0000-00-000-0000-00-02-69101	Transfer Funds
Fire	Trans05	Ladder Truck & Pumper Replacement - Transfer In General Fund	-	450,000	304	304-13-0000-76-750-1370-90-02-49100	Transfer Funds
Fire	Trans05	Transfer from General Fund to Sales Tax 20%	450,000	-	100	100-10-0000-00-000-0000-00-01-69304	Transfer Funds
Fire	Trans06	Ladder Truck & Pumper Replacement - Transfer In General Fund	-	130,000	304	304-13-0000-76-750-1370-90-02-49100	Transfer Funds
Fire	Trans06	Transfer from General Fund to Sales Tax 20%	130,000	-	100	100-10-0000-00-000-0000-00-01-69304	Transfer Funds
Fire	Trans07	Station 6 Roof/tuck repairs - Transfer in Sales Tax 20%	-	6,750	102	102-13-0000-76-750-1370-90-02-49304	Transfer Funds
Fire	Trans07	No Sub-Activity - Transfers Out To DRA Distrib	6,750	-	304	304-10-0000-00-000-0000-00-02-69102	Transfer Funds
Parks Division	Trans08	No Sub-Activity - Transfer in Sales Tax 20%	-	30,645	100	100-30-0000-76-750-3070-90-02-49304	Transfer Funds
Parks Division	Trans08	Resurface Tennis Courts - Transfers Out To General Fund	30,645	-	304	304-10-0000-00-000-0000-00-02-69100	Transfer Funds
Parks Division	Trans09	Murphy Park-rplc water lines - Transfer in DRA Distribution	-	10,000	601	601-30-0000-76-750-3070-90-02-49102	Transfer Funds
Parks Division	Trans09	No Sub-Activity - Transfers Out to Water Cap	10,000	-	102	102-10-0000-00-000-0000-00-02-69601	Transfer Funds
Parks Division	Trans10	EPP RETAINING WALL - Transfer In General Fund	-	59,195	304	304-30-0000-76-750-3070-90-02-49100	Transfer Funds
Parks Division	Trans10	No Sub-Activity - Transfers Out to Sales Tax Con	59,195	-	100	100-10-0000-00-000-0000-00-01-69304	Transfer Funds
Information Technology	Trans100	City-wide comp/printer replac - Transfer in Sales Tax 20%	-	205,898	102	102-77-0000-76-750-7770-90-02-49304	Transfer Funds
Information Technology	Trans100	No Sub-Activity - Transfers Out To DRA Distrib	205,898	-	304	304-10-0000-00-000-0000-00-02-69102	Transfer Funds
Information Technology	Trans101	Data Center - Transfer In General Fund	-	370,007	102	102-77-0000-76-750-7770-90-02-49100	Transfer Funds
Information Technology	Trans101	No Sub-Activity - Transfers Out To DRA Distrib	370,007	-	100	100-10-0000-00-000-0000-00-01-69102	Transfer Funds
Information Technology	Trans102	No Sub-Activity - Transfers Out To DRA Distrib	179,707	-	100	100-10-0000-00-000-0000-00-01-69102	Transfer Funds
Information Technology	Trans102	Data Center - Transfer In General Fund	-	179,707	102	102-77-0000-76-750-7770-90-02-49100	Transfer Funds
City-Wide	Trans103	Transfer from Street Const to Sales Tax Const 20%	-	1,901,723	304	304-55-0000-76-750-5570-90-02-49301	Transfer Funds
City-Wide	Trans103	Transfer from Street Const to Sales Tax Const 20%	1,901,723	-	301	301-10-0000-00-000-0000-00-02-69304	Transfer Funds
Economic Development	Trans104	Inc Dev and Small Business Storefro - Transfer in GDTIF	150,000.00	-	305	126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans104	Incremental Development - Transfer in GDTIF	-	150,000.00	305	305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans105	Devlp Industrial: Crossroads - Transfer in DICW TIF	356,735.00	-	305	125-10-6002-50-520-6003-00-01-69305	Transfer Funds
Economic Development	Trans105	FUTURE IND ACQUISITIONS - Transfer in DICW TIF	-	356,735.00	305	305-60-0000-76-750-6070-90-02-49125	Transfer Funds
Parks Division	Trans11	EPP ENVIRONMENTAL - Transfer in Storm CIP	-	15,174	100	100-30-0000-76-750-3070-90-02-49621	Transfer Funds
Parks Division	Trans11	Capital Projects - Transfers Out To General Fund	15,174	-	621	621-10-0000-82-865-5570-00-02-69100	Transfer Funds
Parks Division	Trans12	JACKSON PARK AMENITIES - Transfer in GDTIF	-	37,257	305	305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans12	No Sub-Activity - Transfers Out to Gen Const	37,257	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parks Division	Trans13	Lincoln Ave Spillway Rep - Transfer In General Fund	-	538	101	101-30-0000-76-750-3070-90-02-49100	Transfer Funds
Parks Division	Trans13	No Sub-Activity - Transfers Out To DRA Gaming	538	-	100	100-10-0000-00-000-0000-00-01-69101	Transfer Funds
Parks Division	Trans14	No Sub-Activity - Transfers Out To General Fund	23,898	-	102	102-10-0000-00-000-0000-00-02-69100	Transfer Funds
Parks Division	Trans14	Eagle Point Park Improv - Transfer in DRA Distribution	-	23,898	100	100-30-0000-76-750-3070-90-02-49102	Transfer Funds
Parks Division	Trans15	Relandscape Seippel/Chave - Transfer in DICW TIF	-	15,000	305	305-30-0000-76-750-3070-90-02-49125	Transfer Funds
Parks Division	Trans15	Economic Development - Transfers Out to Gen Const	15,000	-	125	125-10-6002-50-520-6003-00-01-69305	Transfer Funds
Parks Division	Trans16	TOWN CLOCK IMPROVEMENTS - Transfer in GDTIF	-	67,000	305	305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans16	No Sub-Activity - Transfers Out to Gen Const	67,000	-	126	126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Civic Center	Trans17	ARENA CHAIRS - Transfer In General Fund	-	1,421	304	304-32-0000-76-750-3270-90-02-49100	Transfer Funds
Civic Center	Trans17	No Sub-Activity - Transfers Out to Sales Tax Con	1,421	-	100	100-10-0000-00-000-0000-00-01-69304	Transfer Funds
Civic Center	Trans18	ARENA ROOF A/C UNIT REPLC - Transfer in GDTIF	-	100,000	305	305-32-0000-76-750-3270-90-02-49126	Transfer Funds
Civic Center	Trans18	No Sub-Activity - Transfers Out to Gen Const	100,000	-	126	126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Conference Center	Trans19	Replace Carpet - Transfer in GDTIF	-	216,732	305	305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans19	No Sub-Activity - Transfers Out to Gen Const	216,732	-	126	126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Conference Center	Trans20	Market Study and Assess - Transfer in GDTIF	-	65,000	305	305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans20	No Sub-Activity - Transfers Out to Gen Const	65,000	-	126	126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Recreation Division	Trans21	Bunker Hill Remodeling - Transfer in Sales Tax 20%	-	11,860	102	102-34-0000-76-750-3470-90-02-49304	Transfer Funds
Recreation Division	Trans21	No Sub-Activity - Transfers Out To DRA Distrib	11,860	-	304	304-10-0000-00-000-0000-00-02-69102	Transfer Funds

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Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Water	Trans22	N CASCADE WATER MAIN - Transfer In General Fund	-	7,714	601 601-42-0000-81-810-4270-90-02-49100	Transfer Funds
Water	Trans22	No Sub-Activity - Transfers Out to Water Cap	7,714	-	100 100-10-0000-00-000-0000-00-01-69601	Transfer Funds
Water	Trans23	CHESTERFIELD DR WATER MAI - Transfer In General Fund	-	47,331	601 601-42-0000-81-810-4270-90-02-49100	Transfer Funds
Water	Trans23	No Sub-Activity - Transfers Out to Water Cap	47,331	-	100 100-10-0000-00-000-0000-00-01-69601	Transfer Funds
Water	Trans24	BRIARWOOD SUB MAIN EXT - Transfer In General Fund	-	7,369	601 601-42-0000-81-810-4270-90-02-49100	Transfer Funds
Water	Trans24	No Sub-Activity - Transfers Out to Water Cap	7,369	-	100 100-10-0000-00-000-0000-00-01-69601	Transfer Funds
Water	Trans25	Capital Projects - Transfers Out to Water Cap	3,953,161	-	601 601-42-0000-81-810-0000-00-01-69601	Transfer Funds
Water	Trans25	Capital Projects - Transfer in Water Op	-	3,953,161	601 601-10-0000-81-810-0000-90-02-49600	Transfer Funds
Water	Trans26	SCADA and Communications Imp - Transfer In General Fund	-	165,806	601 601-42-0000-81-810-4270-90-02-49100	Transfer Funds
Water	Trans26	No Sub-Activity - Transfers Out to Water Cap	165,806	-	100 100-10-0000-00-000-0000-00-01-69601	Transfer Funds
Parking Division	Trans27	Municipal Parking Lot Maint - Transfer in GDTIF	-	67,000	305 305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans27	No Sub-Activity - Transfers Out to Gen Const	67,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans28	Parking Ramp Maintenance - Transfer in GDTIF	-	729,223	305 305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans28	No Sub-Activity - Transfers Out to Gen Const	729,223	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans29	Parking Ramp Maintenance - Transfer in Gen TIF Const	-	64,211	651 651-46-0000-76-750-4670-90-02-49305	Transfer Funds
Parking Division	Trans29	No Sub-Activity - Transfers Out to Parking Cap	64,211	-	305 305-10-0000-00-000-0000-00-02-69651	Transfer Funds
Parking Division	Trans30	Parking Ramp Condition Assess - Transfer in GDTIF	-	36,741	305 305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans30	No Sub-Activity - Transfers Out to Gen Const	36,741	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans31	Smart Parking System - Transfer in Bond Issues	-	40,696	305 305-46-0000-76-750-4670-90-02-49201	Transfer Funds
Parking Division	Trans31	No Sub-Activity - Transfers Out to Gen Const	40,696	-	201 201-10-0000-70-710-0000-00-02-69305	Transfer Funds
Parking Division	Trans32	Port of Dubuque Parking Lot Resurfa - Transfer in GDTIF	-	360,000	305 305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans32	No Sub-Activity - Transfers Out to Gen Const	360,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Airport	Trans33	Corporate Hanger Lighting - Transfer in Sales Tax 20%	-	10,100	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans33	No Sub-Activity - Transfers Out to Airport Const	10,100	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans34	Replace Warning Surface Pads - Transfer in Sales Tax 20%	-	69,202	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans34	No Sub-Activity - Transfers Out to Airport Const	69,202	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans35	Old Maintenance Shop Removal - Transfer in Sales Tax 20%	-	29,200	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans35	No Sub-Activity - Transfers Out to Airport Const	29,200	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans36	Corporate Hangar Maintenance - Transfer in Sales Tax 20%	-	37,388	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans36	No Sub-Activity - Transfers Out to Airport Const	37,388	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans37	AIRPORT FENCING/HAZARD ST - Transfer in Sales Tax 20%	-	20,066	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans37	No Sub-Activity - Transfers Out to Airport Const	20,066	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans38	NEW TERM LANDSCAPING - Transfer in Sales Tax 20%	-	42,476	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans38	No Sub-Activity - Transfers Out to Airport Const	42,476	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans39	AIRPORT STORM DRAIN IMPRO - Transfer in Sales Tax 20%	-	23,818	308 308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans39	No Sub-Activity - Transfers Out to Airport Const	23,818	-	304 304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans40	AIRPORT ASPHALT REPAIR - Transfer in DRA Distribution	-	26,455	308 308-51-0000-76-750-5170-90-02-49102	Transfer Funds
Airport	Trans40	No Sub-Activity - Transfers Out to Airport Const	26,455	-	102 102-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans41	Capital Projects - Transfer In General Fund	-	212,678	309 309-51-0000-76-750-5170-90-02-49100	Transfer Funds
Airport	Trans41	No Sub-Activity - Transfer Out to PFC	212,678	-	100 100-10-0000-00-000-0000-00-01-69309	Transfer Funds
Airport	Trans42	Capital Projects - Transfer In General Fund	-	630,432	308 308-51-0000-76-750-5170-90-02-49100	Transfer Funds
Airport	Trans42	No Sub-Activity - Transfer Out to PFC	630,432	-	100 100-10-0000-00-000-0000-00-01-69308	Transfer Funds
Transit Division	Trans43	Bus Replacements - Transfer in DRA Distribution	-	384,790	691 691-53-0000-86-850-5370-90-02-49102	Transfer Funds
Transit Division	Trans43	No Sub-Activity - Transfers Out to Transit Cap	384,790	-	102 102-10-0000-00-000-0000-00-02-69691	Transfer Funds
Transit Division	Trans44	Bus Stop Improvements - Transfer in Sales Tax 20%	-	662	691 691-53-0000-86-850-5370-90-02-49304	Transfer Funds
Transit Division	Trans44	No Sub-Activity - Transfers Out to Transit Cap	662	-	304 304-10-0000-00-000-0000-00-02-69691	Transfer Funds
Transit Division	Trans45	BUS DC CHARGING STATION - Transfer in GDTIF	-	194,000	305 305-53-0000-76-750-5370-90-02-49126	Transfer Funds
Transit Division	Trans45	No Sub-Activity - Transfers Out to Gen Const	194,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Public Works	Trans46	Dredge Ice Harbor - Transfer in Street Const	-	118	100 100-54-0000-76-750-5470-90-02-49301	Transfer Funds
Public Works	Trans46	No Sub-Activity - Transfers Out To General Fund	118	-	301 301-10-0000-00-000-0000-00-02-69100	Transfer Funds
Public Works	Trans47	Capital Projects - Transfers Out to Refuse Cap	500,000	-	670 670-54-5402-85-840-5411-00-01-69671	Transfer Funds
Public Works	Trans47	Capital Projects - Transfer in Refuse Op	-	500,000	671 671-54-0000-85-840-5470-90-02-49670	Transfer Funds
Engineering	Trans48	RIVERFRONT LEASEHOLD IMPR - Transfer in GDTIF	-	23,800	100 100-10-0000-00-000-0000-00-01-49126	Transfer Funds
Engineering	Trans48	No Sub-Activity - Transfers Out To General Fund	23,800	-	126 126-10-6001-50-520-0000-00-01-69100	Transfer Funds
Engineering	Trans49	PORT OF DBQ - LEASEHLD - Transfer in GDTIF	-	3,134	101 101-10-0000-00-000-0000-90-02-49126	Transfer Funds

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Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Engineering	Trans49	No Sub-Activity - Transfers Out To DRA Gaming	3,134	-	126 126-10-6001-50-520-0000-00-02-69101	Transfer Funds
Engineering	Trans50	RIVERFRONT LEASEHOLD IMPR - Transfer in GDTIF	-	378,262	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans50	No Sub-Activity - Transfers Out to Gen Const	378,262	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans51	Capital Projects - Transfer in Sales Tax 20%	-	23,800	100 100-55-0000-76-750-5570-90-02-49304	Transfer Funds
Engineering	Trans51	No Sub-Activity - Transfers Out To General Fund	23,800	-	304 304-10-0000-00-000-0000-00-02-69100	Transfer Funds
Engineering	Trans52	Public Electric Vehicle Chargers - Transfer in GDTIF	-	210,600	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans52	No Sub-Activity - Transfers Out to Gen Const	210,600	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans53	Railroad Quiet Zone Study - Transfer in GDTIF	-	50,000	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans53	No Sub-Activity - Transfers Out to Gen Const	50,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans54	16TH ST DET BASIN TRAIL - Transfer in Street Const	-	186,845	102 102-55-0000-76-750-5570-90-02-49301	Transfer Funds
Engineering	Trans54	No Sub-Activity - Transfers Out To DRA Distrib	186,845	-	301 301-10-0000-00-000-0000-00-02-69102	Transfer Funds
Engineering	Trans55	Blum Site Utilization - Transfer in GDTIF	-	91,832	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans55	No Sub-Activity - Transfers Out to Gen Const	91,832	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans56	Central Ave 1-way to 2-way - Transfer in GDTIF	-	391,569	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans56	No Sub-Activity - Transfers Out to Gen Const	391,569	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans57	Development Dubuque Industrial Cent - Transfer in DICW TIF	-	(395,000)	305 305-55-0000-76-750-5570-90-02-49125	Transfer Funds
Engineering	Trans57	No Sub-Activity - Transfers Out to Gen Const	(395,000)	-	125 125-10-6002-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans58	South Heacock Road Const - Transfer in DICW TIF	-	(605,887)	305 305-55-0000-76-750-5570-90-02-49125	Transfer Funds
Engineering	Trans58	No Sub-Activity - Transfers Out to Gen Const	(605,887)	-	125 125-10-6002-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans59	Dev McFadden Properties - Grading - Transfer in DICW TIF	-	(1,320,000)	305 305-55-0000-76-750-5570-90-02-49125	Transfer Funds
Engineering	Trans59	No Sub-Activity - Transfers Out to Gen Const	(1,320,000)	-	125 125-10-6002-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans60	Grandview Street Light Repl - Transfer in Road Use Tax	-	55,490	301 301-55-0000-76-750-5570-90-02-49110	Transfer Funds
Engineering	Trans60	No Sub-Activity - Transfers Out to Street Const	55,490	-	110 110-00-0000-00-000-0000-00-02-69301	Transfer Funds
Engineering	Trans61	Street Light Replacement - Transfer in GDTIF	-	256,785	305 305-55-0000-76-750-5570-09-02-49126	Transfer Funds
Engineering	Trans61	No Sub-Activity - Transfers Out to Gen Const	256,785	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans62	Street Light Replacement - Transfer in Gen TIF Const	-	25,120	301 301-55-0000-76-750-5570-90-02-49305	Transfer Funds
Engineering	Trans62	No Sub-Activity - Transfers Out to Street Const	25,120	-	305 305-10-0000-00-000-0000-00-02-69301	Transfer Funds
Engineering	Trans63	Dwntwn St Light Replacmnt - Transfer in GDTIF	-	17,544	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans63	No Sub-Activity - Transfers Out to Gen Const	17,544	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans64	LED Streetlight Retrofit - Transfer in GDTIF	-	5,224	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans64	No Sub-Activity - Transfers Out to Gen Const	5,224	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans65	Traffic Signal Mastarm retro - Transfer in Street Const	-	374	100 100-55-0000-76-750-5570-90-02-49301	Transfer Funds
Engineering	Trans65	No Sub-Activity - Transfers Out To General Fund	374	-	301 301-10-0000-00-000-0000-00-02-69100	Transfer Funds
Engineering	Trans66	Street Camera Installation - Transfer in GDTIF	-	100,760	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans66	No Sub-Activity - Transfers Out to Gen Const	100,760	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans67	DT Security Cameras - Transfer in GDTIF	-	24,336	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans67	No Sub-Activity - Transfers Out to Gen Const	24,336	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans68	Downtown Security Cameras - Transfer in GDTIF	-	10,000	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans68	No Sub-Activity - Transfers Out to Gen Const	10,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans69	Inet Fiber Build Out - Transfer in Street Const	-	40,668	110 110-55-0000-76-750-5570-90-02-49301	Transfer Funds
Engineering	Trans69	No Sub-Activity - Transfers Out To Road Use Tax	40,668	-	301 301-10-0000-00-000-0000-00-02-69110	Transfer Funds
Engineering	Trans70	Sanitary Sewer Extensions-Old - Transfer in Special Assessment	-	154,524	611 611-55-0000-80-815-5570-90-02-49179	Transfer Funds
Engineering	Trans70	No Sub-Activity - Transfers Out to Sanitary Cap	154,524	-	179 179-10-0000-00-000-0000-00-01-69611	Transfer Funds
Engineering	Trans71	Auburn&Custer Sewer Reconst - Transfer in Storm CIP	-	230,000	611 611-55-0000-80-815-5570-03-02-49621	Transfer Funds
Engineering	Trans71	Capital Projects - Transfers Out to Sanitary Cap	230,000	-	621 621-55-0000-82-865-5570-00-02-69611	Transfer Funds
Engineering	Trans72	Capital Projects - Transfers Out to Storm Cap	3,271,071	-	620 620-55-5509-82-865-5507-00-01-69621	Transfer Funds
Engineering	Trans72	Capital Projects - Transfer in Storm Op	-	3,271,071	621 621-10-0000-82-865-5570-90-02-49620	Transfer Funds
Engineering	Trans73	Capital Projects - Transfers Out to Sales Tax Con	22,307	-	305 305-55-0000-76-750-5570-00-02-69304	Transfer Funds
Engineering	Trans73	City Annex Roof Replacement - Transfer in Gen TIF Const	-	22,307	304 304-55-0000-76-750-5570-00-02-49305	Transfer Funds
Engineering	Trans74	Federal Building Renovation - Transfer in GDTIF	-	2,388,048	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans74	No Sub-Activity - Transfers Out to Gen Const	2,388,048	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans75	Heeb Street - Transfer in GDTIF	-	270,000	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans75	No Sub-Activity - Transfers Out to Gen Const	270,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans76	Heeb Street - Transfer in Special Assessment	-	30,000	305 305-55-0000-76-750-5570-90-02-49179	Transfer Funds
Engineering	Trans76	No Sub-Activity - Transfers Out to Gen Const	30,000	-	179 179-10-0000-00-000-0000-00-01-69305	Transfer Funds

FISCAL YEAR 2025 AMENDMENT #1

Department	Program	Description	Expense Amount	Revenue Amount	Fund GL ACCOUNT	Explanation
Engineering	Trans77	East-West Corridor Capacity - Transfers Out To General Fund	45,000	-	301 301-10-0000-00-000-0000-00-02-69100	Transfer Funds
Engineering	Trans77	Capital Projects - Transfer in Street Const	-	45,000	100 100-55-0000-76-750-5570-90-02-49301	Transfer Funds
Engineering	Trans79	Transfer from Road Use Tax Fund to Street Construction Fund	303,297	-	110 110-00-0000-00-000-0000-00-02-69301	Transfer Funds
Engineering	Trans79	Transfer from Road Use Tax Fund to Street Construction Fund	-	303,297	301 301-55-0000-76-750-5570-90-02-49110	Transfer Funds
Engineering	Trans80	No Sub-Activity - Transfers Out to Street Const	300,000	-	125 125-10-6001-50-520-0000-00-01-69301	Transfer Funds
Engineering	Trans80	NWA TOJ REHAB RECONSTRUCT - Transfer in DICW TIF	-	300,000	301 301-55-0000-76-750-5570-90-02-49125	Transfer Funds
Engineering	Trans81	SOUTH PORT REDEVELOPMENT - Transfer in GDTIF	-	238,854	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans81	No Sub-Activity - Transfers Out to Gen Const	238,854	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans82	RIVERFRONT LEASEHOLD IMPR - Transfer in GDTIF	-	255,195	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans82	No Sub-Activity - Transfers Out to Gen Const	255,195	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Engineering	Trans83	POD RIVERFRONT DOCK EXP - Transfer in GDTIF	-	10,578	305 305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans83	No Sub-Activity - Transfers Out to Gen Const	10,578	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans84	Central Ave Streetscape Plan - Transfer in GDTIF	-	235,742	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans84	No Sub-Activity - Transfers Out to Gen Const	235,742	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans85	Central Ave Corridor Init - Transfer in GDTIF	-	30,354	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans85	No Sub-Activity - Transfers Out to Gen Const	30,354	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans86	Downtown Rehab Grant Program - Transfer in GDTIF	-	200,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans86	No Sub-Activity - Transfers Out to Gen Const	200,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans87	DT Housing Creation Grant - Transfer in GDTIF	-	500,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans87	No Sub-Activity - Transfers Out to Gen Const	500,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans88	Devlp Industrial: Crossroads - Transfer In General Fund	-	111,284	305 305-60-0000-76-750-6070-90-02-49100	Transfer Funds
Economic Development	Trans88	No Sub-Activity - Transfers Out to Gen Const	111,284	-	100 100-10-0000-00-000-0000-00-01-69305	Transfer Funds
Economic Development	Trans89	Devlp Industrial: Crossroads - Transfer in DICW TIF	-	213,245	305 305-60-0000-76-750-6070-90-02-49125	Transfer Funds
Economic Development	Trans89	Economic Development - Transfers Out to Gen Const	213,245	-	125 125-10-6002-50-520-6003-00-01-69305	Transfer Funds
Economic Development	Trans90	Central Ave Housing Loan - Transfer in GDTIF	-	300,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans90	No Sub-Activity - Transfers Out to Gen Const	300,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans91	WASH NEIGH BUSINESS INCEN - Transfer in GDTIF	-	1,174,063	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans91	No Sub-Activity - Transfers Out to Gen Const	1,174,063	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans92	Green Space HMD - Transfer in GDTIF	-	100,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans92	No Sub-Activity - Transfers Out to Gen Const	100,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans93	Minority Business Microloan - Transfer in GDTIF	-	160,774	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans93	No Sub-Activity - Transfers Out to Gen Const	160,774	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans94	Greater DT URD Incentive - Transfer in GDTIF	-	150,000	305 305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans94	No Sub-Activity - Transfers Out to Gen Const	150,000	-	126 126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans95	Downtown Rehab Grant Program - Transfer in GDTIF	-	500,000	160 160-60-0000-76-750-6070-90-02-49126	Adjust to Actual
Economic Development	Trans95	No Sub-Activity - Transfers Out To Dt Loan Pool	500,000	-	126 126-10-6001-50-520-0000-00-01-69160	Adjust to Actual
Housing	Trans96	Housing Trust Fund - Transfer in GDTIF	-	5,083	185 185-61-0000-76-750-6170-05-02-49126	Transfer Funds
Housing	Trans96	No Sub-Activity - Transfers Out To IFA Housing	5,083	-	126 126-10-6001-50-520-0000-00-02-69185	Transfer Funds
City Manager's Office	Trans97	Low-Income Solar Pilot Proj - Transfer in GDTIF	-	20,000	305 305-72-0000-76-750-7270-90-02-49126	Transfer Funds
City Manager's Office	Trans97	No Sub-Activity - Transfers Out to Gen Const	20,000	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
City Manager's Office	Trans98	Green House Gas & Climate - Transfer in GDTIF	-	15	304 304-72-0000-76-750-7270-90-02-49126	Transfer Funds
City Manager's Office	Trans98	No Sub-Activity - Transfers Out to Gen Const	15	-	126 126-10-6001-50-520-0000-00-02-69305	Transfer Funds
City Manager's Office	Trans99	Innovative Service Study - Transfer in Sales Tax 20%	-	72,283	101 101-72-0000-76-750-7270-90-02-49304	Transfer Funds
City Manager's Office	Trans99	No Sub-Activity - Transfers Out To DRA Gaming	72,283	-	304 304-10-0000-00-000-0000-00-02-69101	Transfer Funds
TOTAL TRANSFERS			23,075,453	23,075,453		
			158,398,482	103,819,126		
ENCUMBRANCE C/O'S			40,731,920			
TOTAL AMEND #1 WITH ENC, C/O'S AND NEW			199,130,402	103,819,126		
			-	-		

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of DUBUQUE				
Fiscal Year July 1, 2024 - June 30, 2025				
The City of DUBUQUE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025				
Meeting Date/Time: 5/19/2025 06:30 PM		Contact: Jennifer Larson		Phone: (563) 589-4398
Meeting Location: 350 West 6th St, Dubuque, IA				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	27,540,528	0	27,540,528
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	27,540,528	0	27,540,528
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	17,907,459	0	17,907,459
Other City Taxes	6	25,126,148	0	25,126,148
Licenses & Permits	7	2,375,397	-84,575	2,290,822
Use of Money & Property	8	19,143,084	0	19,143,084
Intergovernmental	9	49,923,475	44,416,503	94,339,978
Charges for Service	10	58,638,885	-422,990	58,215,895
Special Assessments	11	3,000	659,524	662,524
Miscellaneous	12	9,795,759	3,392,238	13,187,997
Other Financing Sources	13	38,124,352	32,746,770	70,871,122
Transfers In	14	40,357,689	23,075,453	63,433,142
Total Revenues & Other Sources	15	288,935,776	103,782,923	392,718,699
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	39,761,962	5,348,267	45,110,229
Public Works	17	16,714,526	4,004,823	20,719,349
Health and Social Services	18	1,251,733	72,144	1,323,877
Culture and Recreation	19	18,070,634	2,387,681	20,458,315
Community and Economic Development	20	17,708,651	1,768,071	19,476,722
General Government	21	15,744,283	2,768,827	18,513,110
Debt Service	22	13,597,492	0	13,597,492
Capital Projects	23	54,596,496	99,196,310	153,792,806
Total Government Activities Expenditures	24	177,445,777	115,546,123	292,991,900
Business Type/Enterprise	25	86,156,076	54,614,872	140,770,948
Total Gov Activities & Business Expenditures	26	263,601,853	170,160,995	433,762,848
Transfers Out	27	40,357,689	23,075,453	63,433,142
Total Expenditures/Transfers Out	28	303,959,542	193,236,448	497,195,990
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-15,023,766	-89,453,525	-104,477,291
Beginning Fund Balance July 1, 2024	30	72,261,524	80,199,497	152,461,021
Ending Fund Balance June 30, 2025	31	57,237,758	-9,254,028	47,983,730
Explanation of Changes: This amendment adds capital budget carryovers of \$130,543,043 & associated revenue of \$74,735,019 & encumbrance carryovers of \$40,222,277 (continuing appropriation authority). Adds operating budget carryovers of \$8,485,199 & associated revenue of \$4,246,461, requiring a formal amendment. Also included is \$9,753,720 decrease in capital expense. Capital revenue increase of \$6,145,799. Operating expense increase of \$660,196 and operating revenue decrease of \$4,419,809. Interfund transfers of \$23,075,453.				

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC Providing for the Use of Urban Revitalization District Tax Abatement Pursuant to the Development Agreement
SUMMARY:	City Manager recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC providing for the use of Urban Revitalization District Tax Abatement. RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And CCI5, LLC
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Resolution
	4. Development Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC Providing for the Use of Urban Revitalization District Tax Abatement Pursuant to the Development Agreement

DATE: May 14, 2025

Economic Development Director Jill Connors is recommending City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC providing for the use of Urban Revitalization District Tax Abatement.

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units.

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone.

According to the US Census Bureau, only 30 of the 99 counties in the state of Iowa grew in population from 2010-2020, and only eight of those grew by more than 5,000 people. Of those eight counties that grew by more than 5,000 people, only Dubuque County (city of Dubuque) and Scott County (city of Davenport) were outside the Polk County (city of Des Moines)/Story County (city of Ames) and Johnson County (city of Iowa City)/ Linn County (city of Cedar Rapids) corridors.

According to the US Census Bureau's Vintage 2024 population estimates, only 7 counties in the State of Iowa showed a population increase of more than 900 people from 2020-2024, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors.

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over \$805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs.

Dubuque County's continued economic and population growth is a welcome contrast to most of the rest of the State of Iowa and to the 1980s when the Dubuque County lost nearly 10% of its population and unemployment soared, hitting 23% in 1983. In fact, Dubuque County's population declined from 1976 to 1990 before it began steadily increasing and finally recovered to its 1976 level in 2013.

With more major projects in the works like the over \$100 million Chaplain Schmitt Island Development Plan, the downtown location of the University of Dubuque's new John and Alice Butler College of Osteopathic Medicine and expansion of the University of Dubuque Airline Pilot program, the over \$80 million Field of Dreams project, a new Dubuque Museum of Art, development of Wanderwoods Children Garden, a planned new Dubuque Community Y, numerous commercial, hotel and housing projects under construction, investments in city infrastructure and streets, enhanced air service, and the upcoming results of the Envision 2030 process identifying 10 big things to be accomplished by 2030 more housing is going to be needed.

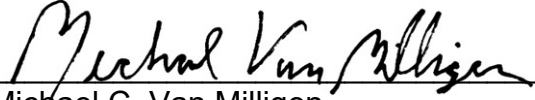
The key elements of the Development Agreement include the following:

- Developer will make a capital investment of approximately \$23,400,000 to develop the property.
- Developer must create 180 residential rental units.
- Developer must construct traffic improvements on Cedar Cross Road as defined in the agreement.
- Developer must construct public sanitary improvements on the property as defined in the agreement.
- Developer will receive 10 years of tax abatement on the increased value above the current assessed value of the property.
- City will prepare The Cedar Cross Road Urban Revitalization Area Plan for City Council review at a public hearing following the execution of the Development Agreement.
- City to develop, construct, and maintain, at City's expense, a temporary sanitary sewer solution to allow tenants to occupy the multi-residential buildings upon issuance of certificate of Occupancy. The temporary solution shall continue until sanitary sewer design and construction obligations of Developer are allowed by permit from the Iowa Department of Natural Resources.
- City will collect the standard sanitary connection fees from any property that connects to the sewer being constructed by Developer and disburse fees to Developer.

- City will extend an appropriately sized drain tile along the east side of Cedar Cross Road from the existing storm sewer system at the intersection of Crescent Ridge and Cedar Cross Road so that Developer can connect the newly constructed drain tile to the City's storm sewer system.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC Providing for the Use of Urban Revitalization District Tax Abatement Pursuant to the Development Agreement

DATE: May 12, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC providing for the use of Urban Revitalization District Tax Abatement.

BACKGROUND

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units. This slate of incentives included the creation of Urban Revitalization Areas in order to facilitate the development of multifamily housing.

Previously, Urban Revitalization Areas had been used in Dubuque for low-income housing tax credit projects; however, the Council approved the use of Urban Revitalization Areas for market-rate and workforce housing per Iowa Code Chapter 404.

On March 17, 2025, the City Council of the City of Dubuque approved the preparation of a Cedar Cross Road Urban Revitalization Plan finding that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the area described therein to be known as the Cedar Cross Road Urban Revitalization Area is necessary in the interest of public health, safety, or welfare of the residents of the city.

DISCUSSION

CCI5, LLC intends to develop six buildings with a total of 180 rental residential units on the property consisting of addresses between 320-380 Cedar Cross Road. The project will be utilizing a combination of private financing and tax abatement as well as applying to the Iowa Workforce Development Housing Tax Credit Program.

The key elements of the Development Agreement include the following:

- Developer will make a capital investment of approximately \$23,400,000 to develop the property.
- Developer must create 180 residential rental units.
- Developer must construct traffic improvements on Cedar Cross Road as defined in the agreement.
- Developer must construct public sanitary improvements on the property as defined in the agreement.
- Developer will receive 10 years of tax abatement on the increased value above the current assessed value of the property.
- City will prepare The Cedar Cross Road Urban Revitalization Area Plan for City Council review at a public hearing following the execution of the Development Agreement.
- City to develop, construct, and maintain, at City's expense, a temporary solution to allow tenants to occupy the multi-residential buildings upon issuance of certificate of Occupancy. The temporary solution shall continue until sanitary sewer design and construction obligations of Developer are allowed by permit from the Iowa Department of Natural Resources.
- City will collect the standard sanitary connection fees from any property that connects to the sewer being constructed by Developer and disburse fees to Developer.
- City will extend an appropriately sized drain tile along the east side of Cedar Cross Road from the existing storm sewer system at the intersection of Crescent Ridge and Cedar Cross Road so that Developer can connect the newly constructed drain tile to the City's storm sewer system.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution approving the Development Agreement for the development of 180 residential units at 320-380 Cedar Cross Road by CCI5, LLC.

Prepared by: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
Return to: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105

RESOLUTION NO. ____-25

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND CCI5, LLC

WHEREAS, CCI5, LLC is the owner of the property legally described as follows:

Lot 2 of 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa and as shown on Exhibit A (the Plat) which is currently being replatted to be known as Lots 1, 2, and 3 of Cedar Ridge Commercial Park

(the Property); and

WHEREAS, Developer proposes to construct one hundred eighty (180) multi-family residential units on the Property (the Project) and invest approximately Twenty-Three Million Four Hundred Thousand Dollars (\$23,400,000.00) in the Project; and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by CCI5, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and CCI5, LLC, a copy of which is attached hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
CCI5, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") dated the ____ day of May, 2025 (the "Effective Date") is made and entered into by and between the City of Dubuque, Iowa, an Iowa municipal corporation ("City") and CCI5, LLC, an Iowa limited liability company ("Developer").

RECITALS

A. Developer is the owner of the following described real estate (the "Property"):

Lot 2 of 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa and as shown on Exhibit A (the Plat) which is currently being replatted to be known as Lots 1, 2, and 3 of Cedar Ridge Commercial Park; and

B. Developer will undertake the development of multi-residential buildings located on the Property and will be operating the same during the term of this Agreement;

C. Developer will make a capital investment in building improvements, equipment, furniture and fixtures on the Property (the "Project"); and

D. The City Council of the City ("Council") believes it is in the best interests of the City to encourage Developer in the development of the Property by accomplishing the Project thereon, and the City is willing to provide certain incentives for the benefit of the Developer as set forth herein in exchange for Developer's material investment in the Project.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer mutually agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES.

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body (or department or division thereof) in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement or which, because of City's action(s) or inaction, will negatively impact or prevent Developer from accomplishing the Project in a timely, cost effective fashion.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties that to the best of Developer's actual knowledge:

(1) Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit C.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Closing. The closing shall take place on the Closing Date which shall be the ____ day of May, 2025, or such other date as the parties shall agree upon in writing but in no event shall the Closing Date be later than thirty (30) days after the Effective Date. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

- (1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit D.
- (2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving of notice of termination by Developer to City, this Agreement shall be deemed null and void and of no further force or effect as of the Effective Date.
- (3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement. "Material" for this purpose shall mean a significant and substantial adherence to the terms and provisions of this Agreement, and not a minor compliance issue which does not affect the Developer's reasonable ability to perform the Project in a timely and cost-effective manner.
- (4) Developer shall have furnished City with evidence pursuant to Section 1.2(7) hereof, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as the reasonable judgment of the City requires.
- (5) Developer's counsel shall issue a legal opinion to the City confirming the representations contained herein in the form attached hereto as Exhibit C.
- (6) Developer shall have acquired marketable title as defined under Iowa law and the Land Title Standards of the Iowa State Bar Association to the Property.
- (7) City shall have approved an Urban Revitalization Plan for the Project Area. A copy of the Urban Revitalization Plan is on file with the City Clerk as shown on Exhibit F.
- (8) Developer shall deliver a signed acknowledgement committing to provide and maintain the insurance requirements as indicated in Section 4.6 of this Agreement in the form attached hereto as Exhibit L.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer and its counsel.

SECTION 2. DEVELOPMENT ACTIVITIES.

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Twenty-Three Million Four Hundred Thousand Dollars (\$23,400,000.00) to improve the Property. The Phase I Minimum Improvements, Phase II Minimum Improvements and Phase III Minimum Improvements (together, the Minimum Improvements) shall consist of the construction of sixty (60) housing units each phase, for a total of one hundred eighty (180) units.

2.2 Required Public Improvements.

(1) Developer shall design and reconstruct a portion of Cedar Cross Road adjacent to Property, including longitudinal sub-drain, concrete curb and gutter with asphaltic concrete pavement or with Portland Cement concrete pavement with integral curb, storm sewer, water main, street lighting and appurtenances, pavement markings, erosion control, accessible sidewalk ramps and street crossings, and sidewalks, and reconstruction of all affected driveways, all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer, and as conceptually shown on Exhibit I, all pursuant to the current ordinances, rules and regulations of City. Developer shall dedicate the Cedar Cross Road improvements to City once completed and inspected.

(2) One (1) proposed streetlight in the northeast corner of Cedar Cross Road and the private driveway to the Property will be constructed by Developer (no head, for which City is responsible at its cost), according to the approved construction plans and will be dedicated to City for ownership and maintenance. City will own and maintain the light pole and the associated foundation, fixture, and appurtenances, as well as the wiring from the light pole to the adjacent hand hole, and all replacements or substitutions thereof. City shall be responsible for paying all electric usage bills associated with said streetlight. All other lighting improvements and associated electrical wiring, meters, controllers and appurtenances serving the Property will be privately owned and maintained by Developer.

(3) Developer, with the cooperation and assistance of City (at no out of pocket expense of City), shall acquire all required permits to work in public rights of way.

(4) Developer shall, if reasonably necessary, and mutually agreed upon by the parties, dedicate any right of way on Cedar Cross Road to City to accommodate the additional turn lanes, street pavement width, utilities, sidewalks and any other appurtenant public improvements.

(5) Developer shall design and construct a public sanitary sewer main extension from the existing public sanitary sewer main on Molo Oil Company property to and through Property, all in accordance with City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer, and as conceptually shown on Exhibit I and dedicate public sanitary sewer main improvements to City once completed and inspected.

(6) Developer shall acquire for City at no cost to City a public sanitary sewer utility easement through Molo Oil Company property as shown on Exhibit J (Molo Easement).

(7) Developer shall grant to City at no cost to City a public sanitary sewer utility easement through Property as shown on Exhibit K (CCI5 Easement).

(8) Developer shall pay City an inspection fee of three percent (3%) of the total cost estimate of the Required Public Improvements.

(9) Developer shall submit to the City Clerk a form of Letter of Credit in the amount of one hundred ten percent (110%) of the total cost estimate of the Required Public Improvements pursuant to the terms set out in Section 4.7 below.

(10) Developer shall provide, to the City Clerk, maintenance securities in the amount of twenty-five percent (25%) of the total cost estimate of the Required Public Improvements for a period of two (2) years after acceptance of the required improvements by the City Council.

(11) The extent of the construction items shown on the attached Exhibit I are for general information only. The extent of each construction item will be based on the results of the approved final engineering plans for the intersection and sanitary sewer construction projects.

(12) Developer shall defend, indemnify and hold harmless City, its officers and employees from and against any and all claims or damages of any kind related to or arising out of the construction of the Required Public Improvements.

2.3 Plans for Construction of Minimum Improvements and Required Public Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) and the Required Public Improvements shall be in substantial conformity with this Agreement, and all applicable state and local laws and regulations, including but not limited to SUDAS standards, any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with

respect to the improvements to be constructed by Developer on the Property, except for those Public Improvements to be constructed by City. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City and Developer.

2.4 Timing of Improvements.

(1) Developer hereby agrees that construction of the Minimum Improvements and Required Public Improvements on the Property shall be commenced no later than December 31, 2025.

(2) Cedar Cross Road reconstruction shall be completed within ninety (90) days after the construction start date.

(3) City's obligations described in Section 3 to install the temporary solution will be installed at the same time Developer's 8" sewer main is installed and the installation of both should be coordinated between Developer and City.

(4) The Required Public Improvements described in Section 2.2(1) and Section 2.2(5) and Section 3.2 must be completed prior to the issuance of the certificate of occupancy for the Project. All other Required Public Improvements must be completed by January 1, 2026.

(5) The Minimum Improvements shall be substantially completed by June 30, 2028.

(6) The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, pandemic or other similar health crisis impacting normal development operations or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.5 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements and the Required Public Improvements, City shall furnish Developer with an appropriate instrument so certifying in the form attached as Exhibit G. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

2.6 Security Cameras. Developer shall install security cameras on the exterior of all newly constructed buildings on the Property and register said cameras with the “Secure Dubuque Personal Surveillance System” described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION.

3.1 City shall prepare an Urban Revitalization Plan including the entirety of the Property in order to facilitate construction of the Project.

3.2 Based on Developer’s building construction schedule, and the status of the sanitary sewer to serve the Project previously designed, constructed and maintained by City, it is apparent that the Iowa Department of Natural Resources (IDNR) will not issue a permit for the Phase I buildings to connect to the sanitary sewer system. City shall develop a design and construct and maintain at City’s sole expense, a temporary solution (and related requirements as allowed by the IDNR) to allow tenants to occupy the multi residential buildings which are part of the Project upon issuance of certificate of occupancy by City. This temporary solution shall be at the sole cost of the City and shall continue indefinitely unless and until the sanitary sewer design and construction obligations on Developer pursuant to Section 2.2(5) hereof are allowed via permit by the IDNR, and otherwise permissible under all applicable laws. For the temporary solution as described in this Section 3.2, City shall pump and haul sewage, as applicable and required, at its sole expense, in a timely fashion such that there is no interruption in service of the temporary solution described in this Section 3.2 that affects, in any way, Developer’s Project, or the tenants who rent from Developer or its successor in interest. City will maintain the temporary solution until such time IDNR approves a permit to accept all flows from the Project (flows from Phases 1 through 3). Developer shall provide City suitable access to the temporary solution facilities provided for in this section to facilitate the construction, maintenance, pumping, and hauling activities associated with said temporary solution facilities.

3.3 Except for Developer, City shall collect the standard sanitary connection fees from any property that connects to the sewer constructed as required by Section 2.2(5) and disburse such fees to Developer. Developer shall not be required to pay any connection fee to the City or anyone else for the sanitary sewer at any time.

3.4 City shall extend an appropriately sized drain tile along the east side of Cedar Cross Road from the existing storm sewer system at the intersection of Crescent Ridge and Cedar Cross Road to the north end of the road widening project by Developer so that Developer can connect their newly constructed drain tile to the City’s storm sewer system.

3.5 City agrees to include in its adoption of the Urban Revitalization Plan pursuant to the provisions of Chapter 404 of the Code of Iowa, in order to provide tax exemption benefits (as set forth herein) for the construction of new multi residential facilities and the other aspects of the Project. City agrees Developer is eligible for one hundred percent (100%) real estate tax abatement and City shall comply with all required laws in connection with

such tax abatement. City acknowledges that the tax abatement is a material condition precedent to Developer's performance of the construction and investment in the Project. Developer is foregoing tax incremental financing (TIF) in connection with the Project based upon City's representation that Developer is eligible for tax abatement. Each sixty (60) unit phase of the total one hundred eighty multi residential apartment units of the Project under the Project shall receive its own tax abatement schedule for a period of ten (10) years from and after Developer's application for abatement for each such sixty (60) units. The Project consists of, among other things, three (3) phases of sixty (60) multi residential use units in each phase.

SECTION 4. COVENANTS OF DEVELOPER.

4.1. Operation of Development Property; Housing Vouchers. For and in consideration of the incentives offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based solely on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.1 shall survive the termination of this Agreement. If Developer violates or Developer's successors or assigns violate the requirements of this Section 4.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

4.2 Books and Records. During the term of this Agreement, Developer shall make available to City upon reasonable request with at least forty eight (48) hours written notice information relating to questions concerning insurance and taxes.

4.3 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property.

4.4 Sanitary Utility Fees. Developer shall pay or cause to be paid, when due, all standard City sanitary utility fees with respect to all and any parts of the Property.

4.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

4.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, for Five Million Dollars (\$5,000,000.00) for each phase on commencement of construction of each phase. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements), naming City as loss payee. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding Two Hundred Thousand Dollars (\$200,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

(5) Developer shall provide insurance as required by the Insurance Schedule attached as Exhibit H.

4.7 No Bond. Developer shall provide, prior to commencement of each portion of construction (e.g. grading, underground work including sanitary and storm sewer as applicable, road work, each building etc.), a separate letter of credit from Developer's bank for Developer's obligations, pursuant to the Required Public Improvements to be constructed by Developer for the Project. Developer agrees, and its letter of credit is also

security for maintenance of the Required Public Improvements for road and sanitary sewer pursuant to this Section 4.7 in good repair for a period of two (2) years.

4.8 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements and Required Public Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

4.9 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

4.10 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

4.11 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City, which consent shall not be unreasonably withheld. City has no obligation to consent to any assignment or sale. Notwithstanding the language in this Section 4.10, Developer shall be permitted to assign to any affiliate of the Developer, who is under common control, without the consent of the City, so long as such affiliate agrees to be bound by all of the terms and conditions of this Agreement and the Developer provides notification of such assignment in writing to the City. Notwithstanding anything to the contrary set forth herein, the provisions of this section shall not apply to transfers of membership interests in the Developer.

4.12 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law.

4.13 Restrictions on Use. During the term of this Agreement Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

- (1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Revitalization Plan (and City represents and agrees that use

of the Property as residential housing is in full compliance with the Urban Revitalization Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identify, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

4.14 Compliance with Laws. Developer shall materially comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

5.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements and the Required Public Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

(4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

5.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, subject to any applicable notice and/or cure period, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in

writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, in its reasonable judgment, that the Developer will cure its default and continue its performance under this Agreement;
- (2) City may repeal the ordinance creating the Urban Revitalization District;
- (3) Until the Closing Date, City may cancel and rescind this Agreement;
- (4) City may withhold the Certificate of Completion or Certificate of Occupancy;
or
- (5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

5.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

5.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement,

to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend its performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 6. GENERAL TERMS AND PROVISIONS.

6.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer:	CCI5, LLC Joel Callahan 7629 Commerce Park Dubuque, IA 52002 Phone: (612) 604-6778
With copy to:	Brian J. Kane Kane, Norby & Reddick, P.C. 2100 Asbury Road, Suite 2 Dubuque, IA 52001
If to City:	City Manager 50 W. 13th Street Dubuque, Iowa 52001 Phone: (563) 589-4110 Fax: (563) 589-4149
With copy to:	City Attorney 50 W. 13 th Street Dubuque IA 52001 Phone: (563) 589-4113

Or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

6.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

6.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2039 (the Termination Date).

6.4. Execution By Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

6.5 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit E in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

CCI5, LLC

By _____
Brad M. Cavanagh, Mayor

By Joel Callahan
Joel M. Callahan, President

Attest:

Adrienne N. Breitfelder
City Clerk

LIST OF EXHIBITS

EXHIBIT A – Plat
EXHIBIT B – City Attorney Certificate
EXHIBIT C – Opinion of Developer Counsel
EXHIBIT D – City Certificate
EXHIBIT E – Memorandum of Development Agreement
EXHIBIT F – Urban Revitalization Plan
EXHIBIT G – Certificate of Completion
EXHIBIT H – Insurance Schedule
EXHIBIT I – Required Public Improvements
EXHIBIT J – Molo Easement
EXHIBIT K – CCI5 Easement
EXHIBIT L – Insurance Acknowledgement

EXHIBIT A

PLAT

Index Legend	
Location:	LOT 2-2 OF MINERAL LOT 230 LOT 1-3 OF MINERAL LOT 232 LOT 2 OF MERFELD ACRES CITY OF DUBUQUE DUBUQUE COUNTY, IOWA
Proprietor:	CCIS, LLC
Requestor:	JOEL CALLAHAN
Surveyor:	DANIEL L MARTI
Surveyor Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001 PHONE: (563)556-2464

FOR RECORDER USE

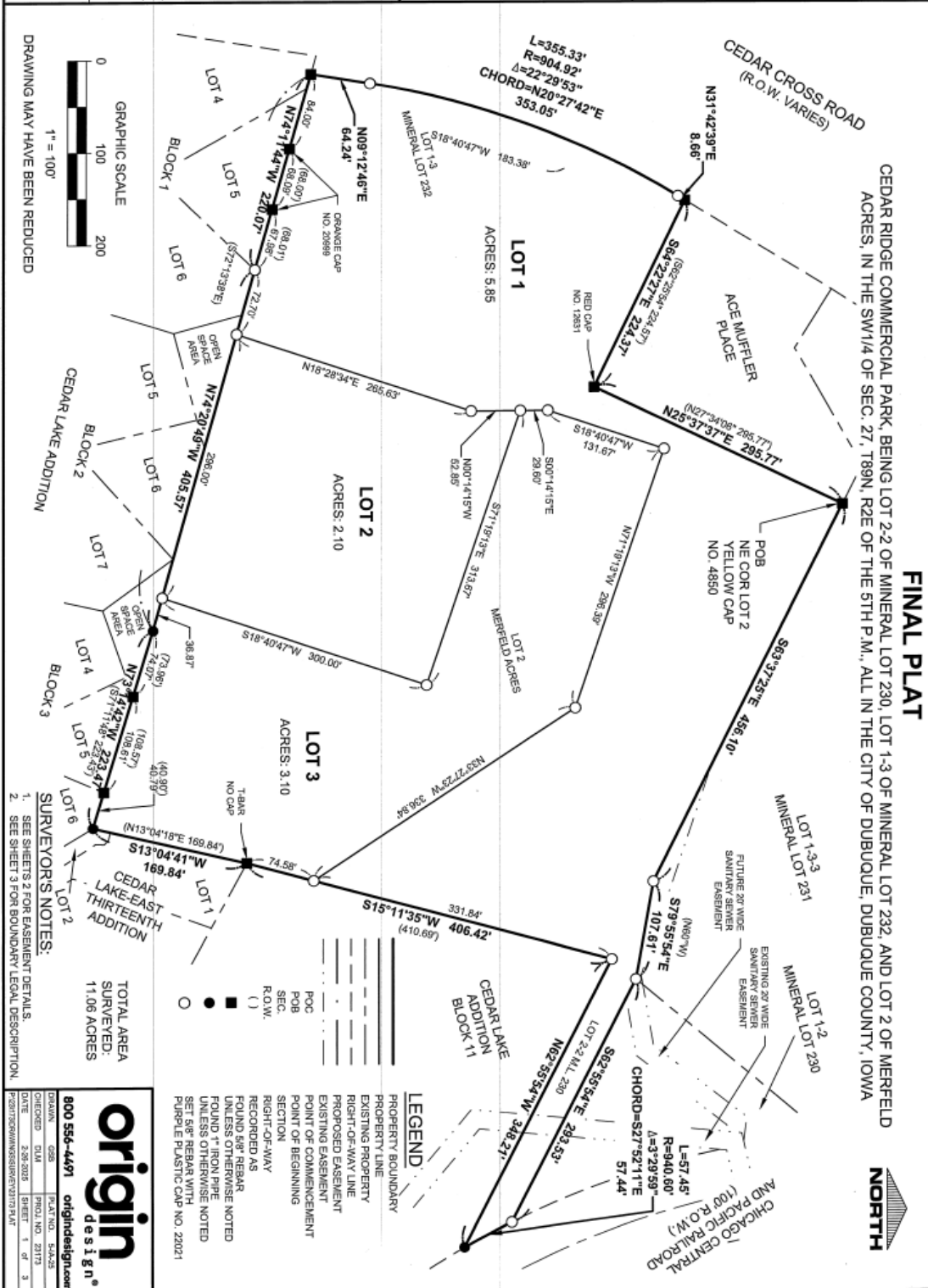


EXHIBIT B
CITY ATTORNEY'S CERTIFICATE

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between CCI5, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT C
OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for CCI5, LLC (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa ("City") dated for reference purposes the ____ day of _____, 2025.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a corporation organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. There are no actions, suits or proceedings pending or threatened against or affecting Developer that are known to exist in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

Very truly yours,

EXHIBIT D
CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, IA 52001-4845
Office (563) 589-4110
Fax (563) 589-4149
TTY (563) 690-6678
ctymgr@cityofdubuque.org
www.cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between CCI5, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2025.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City that are known to exist in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to

perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT E
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa non-profit corporation, of Dubuque, Iowa, and CCI5, LLC was made regarding the following described premises:

Lot 2 of 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa and as shown on Exhibit A (the Plat) which is currently being replatted to be known as Lots 1, 2, and 3 of Cedar Ridge Commercial Park.

The Development Agreement is dated for reference purposes the ____ day of _____, 2025, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 2025.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: ss:
DUBUQUE COUNTY

On this ____ day of _____, 2025, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, , to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT F

URBAN REVITALIZATION PLAN

(on file with the City Clerk's Office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT G

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to CCI5, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

Lot 2 of 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa and as shown on Exhibit A (the Plat) which is currently being replatted to be known as Lots 1, 2, and 3 of Cedar Ridge Commercial Park

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the construction of the Development Property, and obligated the Grantee to construct certain Minimum Improvements and Required Public Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements and Required Public Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.5 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements and Required Public Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Michael C. Van Milligen and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

EXHIBIT H
INSURANCE SCHEDULE

INSURANCE SCHEDULE A

For the Requirement Public Improvements to be constructed by Developer in the City right of way, the following insurance requirements shall apply.

1. Developer (right of way licensee or permittee) 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. 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 Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessees, licensees, or permittee 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 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 the agent's 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 risk or other special circumstances during the term of the agreement, subject to the

written mutual agreement attached hereto.

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

- a) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the 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.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- e) 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.
- f) Policy shall include Waiver of Right to Recover from Others Endorsement.
- g) 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

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 the abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products 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

Amount \$ _____

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 Employer's Liability 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 \$ _____

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

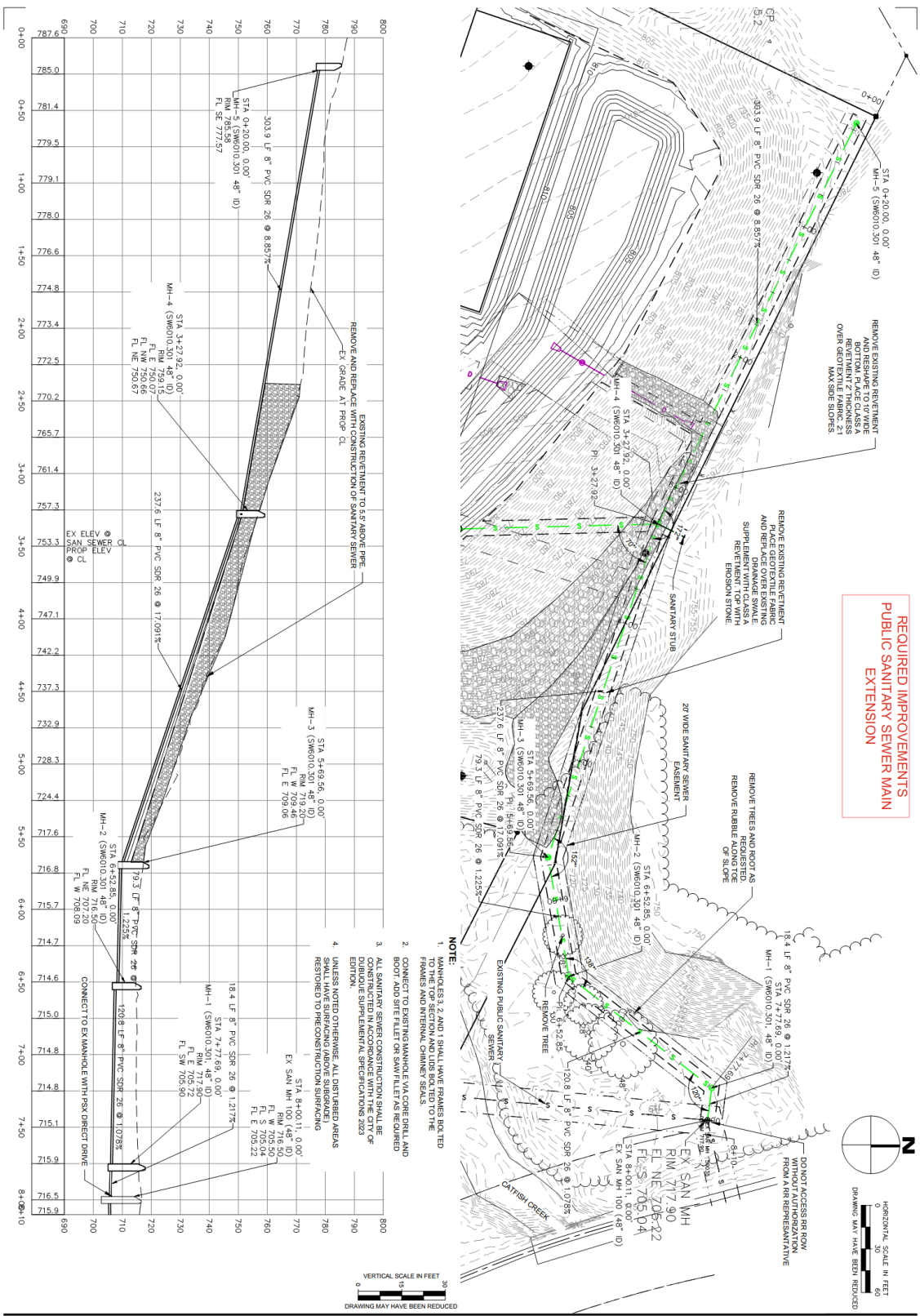
1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it 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

EXHIBIT I

REQUIRED PUBLIC IMPROVEMENTS



origin
design®
WORKING ON TOMORROW.

360 CEDAR CROSS RD, DUBUQUE, IA

Project Name
CEDAR CROSS RD DEVELOPMENT

Client Name
CALLAN CONSTRUCTION, INC.

Project Manager
JAMES M. HARRIS
860.556.4401

Location / Description
360 CEDAR CROSS RD, DUBUQUE, IA

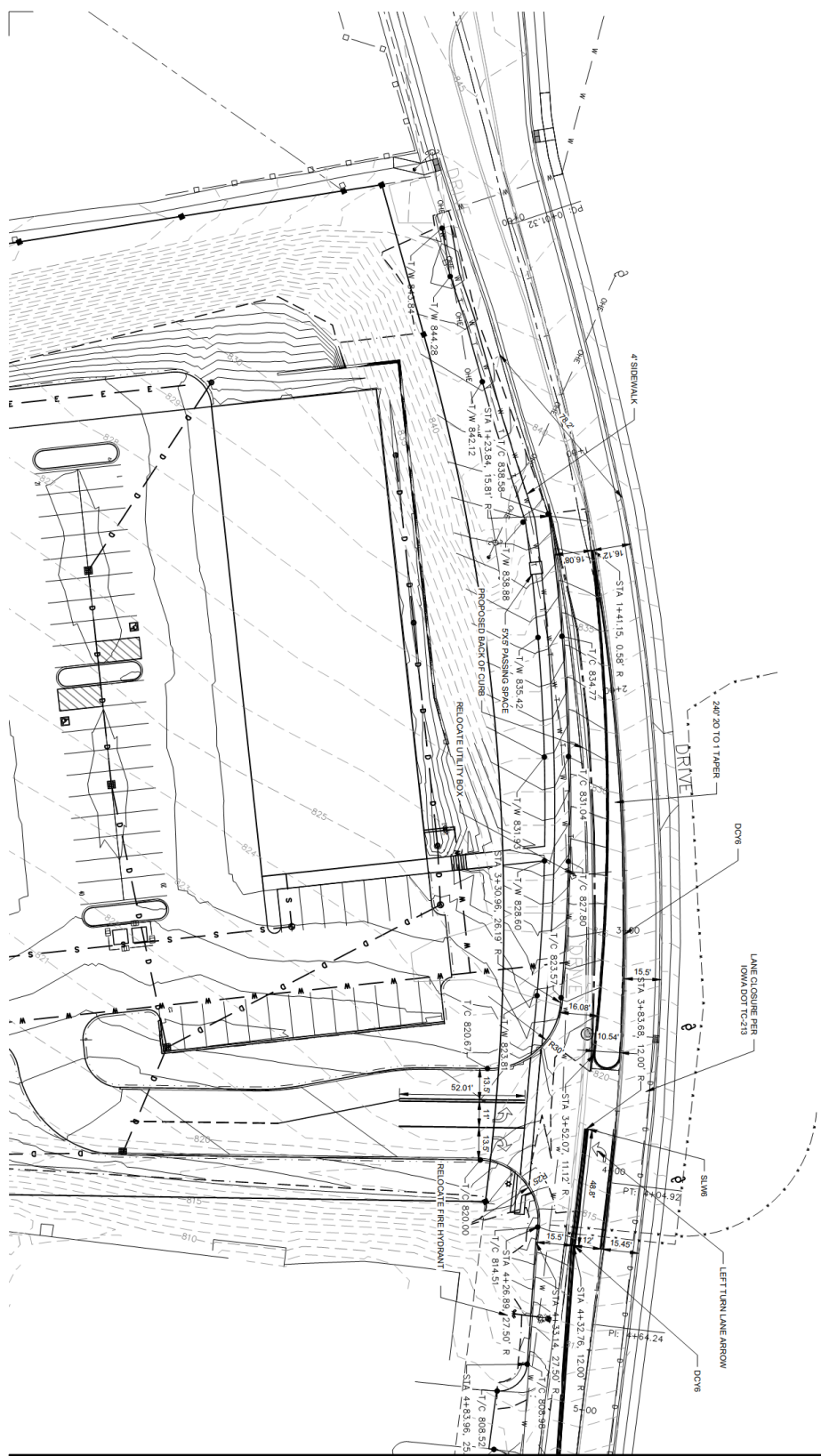
Rev	Description	Date
1	Issue For Bidding	
2	Issue For Construction	

Revisions

Sheet Title
SANITARY SEWER PLAN & PROFILE

C5.30

REQUIRED IMPROVEMENTS
CEDAR CROSS ROAD



origin
design®
WORKING ON TOMORROW.
origindesign.com
800.556.4481
info@origindesign.com

Client Name
CALAHAN
CONSTRUCTION,
INC.

Project Name
CEDAR CROSS RD
DEVELOPMENT

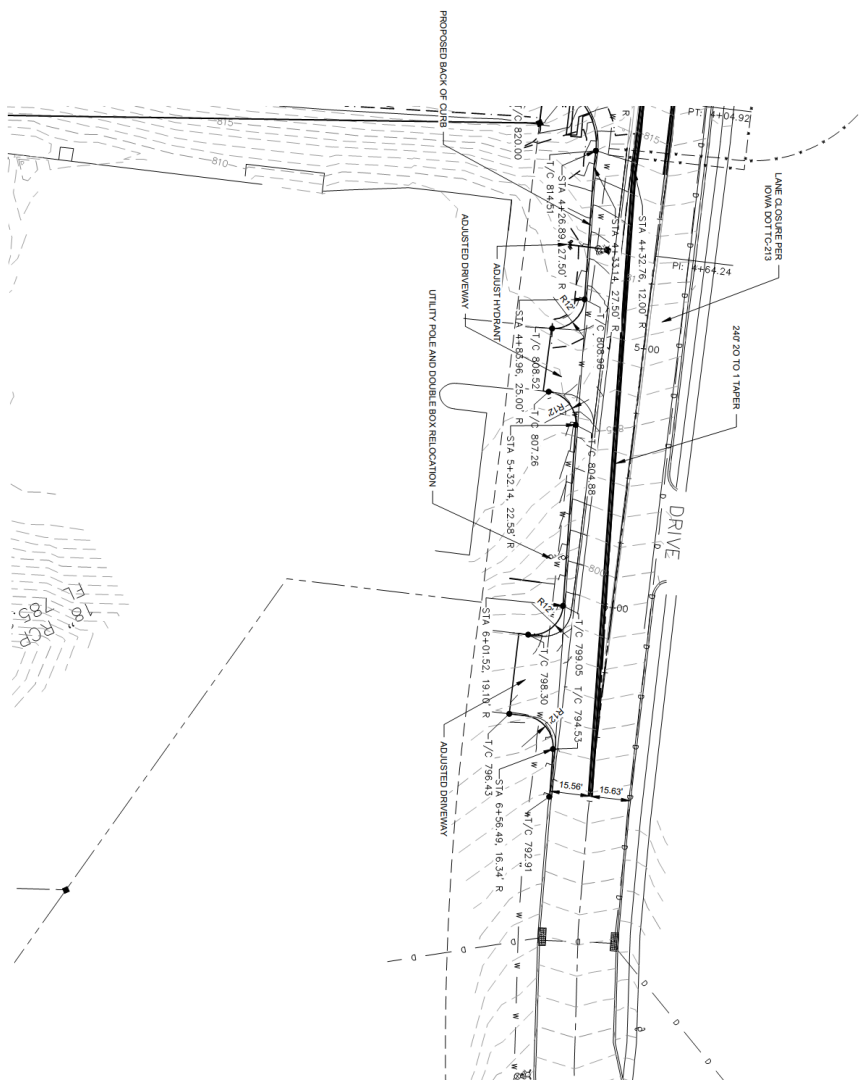
Location / Description
380 CEDAR
CROSS RD.
DUBUQUE, IA

Revisions		
Rev	Description	Date
Project Number 23173		
Project Manager		
Issued For Bidding:		
Issued For Construction:		

TURN LANE
WIDENING

C6.14

REQUIRED IMPROVEMENTS
CEDAR CROSS ROAD



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origindesign.com
800.556.4481

Client Name
**CALLAHAN
CONSTRUCTION,
INC.**

Project Name
**CEDAR CROSS RD
DEVELOPMENT**

Location / Description
**380 CEDAR
CROSS RD,
DUBUQUE, IA**

Rev	Description	Date
1	Project Number 23173 Issued For Bidding:	
2	Project Manager Issued For Construction:	

TURN LANE
WIDENING

C6.15

EXHIBIT J
MOLO EASEMENT

Index Legend	
Location:	LOT 2-2 MINERAL LOT 211A LOT 1-3-3 MINERAL LOT 231 AND LOT 1-2 MINERAL LOT 230 IN THE CITY OF DUBUQUE DUBUQUE COUNTY, IOWA
Proprietor:	MOLO OIL COMPANY 123 SPOUTHERN AVENUE
Requestor:	JOEL CALLAHAN
Surveyor:	DANIEL L. MARTI
Surveyor Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001 PHONE: (563)556-2464

FOR RECORDER USE

EXHIBIT A A PERMANENT SANITARY SEWER EASEMENT LYING WITHIN LOT 1-2 OF MINERAL LOT 230 AND LOT 1-3-3 OF MINERAL LOT 231 IN THE CITY OF DUBUQUE, IOWA

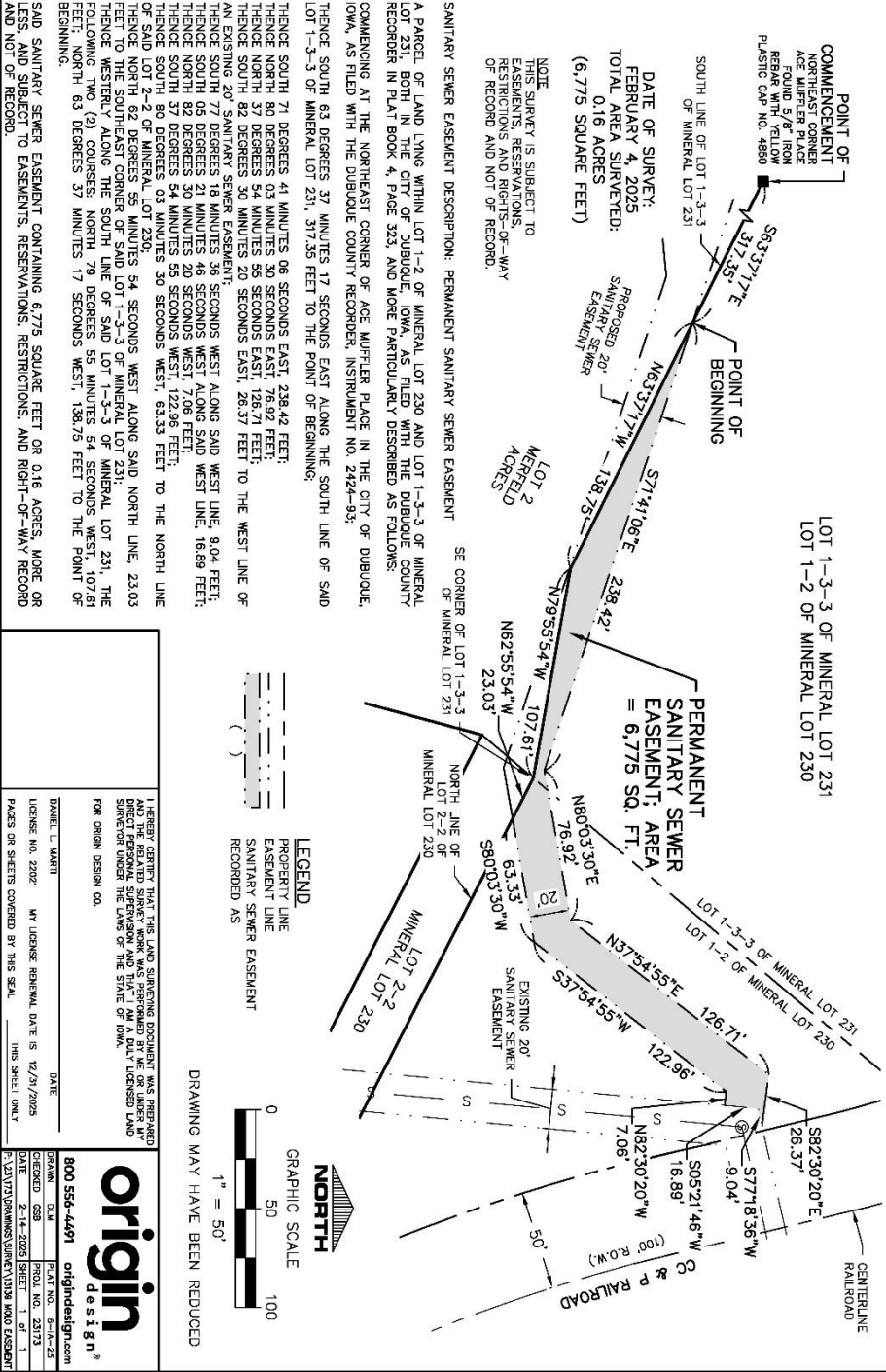
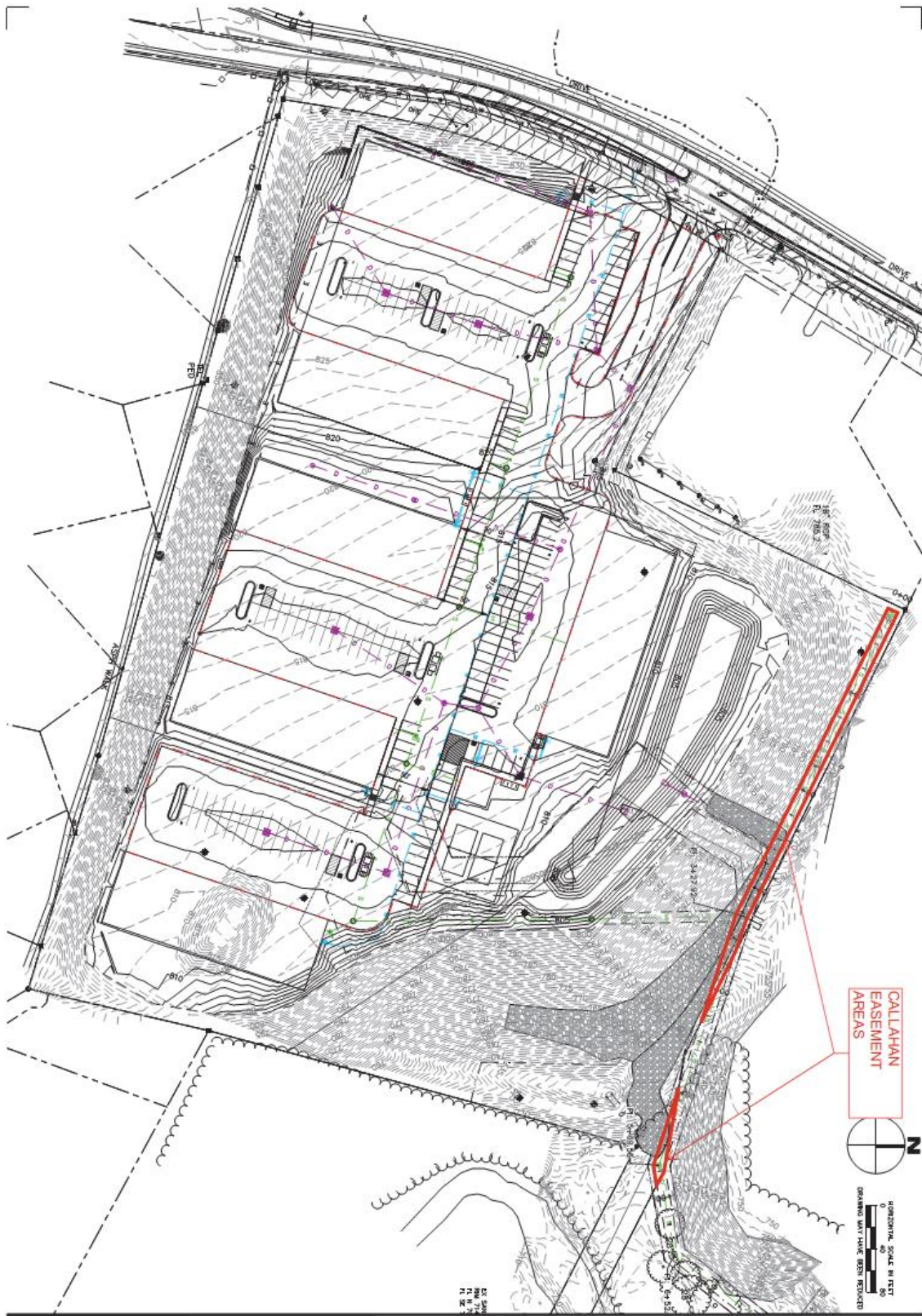


EXHIBIT K
CCI5 EASEMENT



C5.10

OVERALL
UTILITY PLAN

Rev	Description	Date
1	Project Number 23173	
2	Project Manager	
3	Issued For Bidding	
4	Issued For Construction	

Location / Description
380 CEDAR
CROSS RD.
DUBUQUE, IA

Project Name
CEDAR CROSS RD
DEVELOPMENT

Client Name
CALLAHAN
CONSTRUCTION,
INC.

origin
design
WORKING ON TOMORROW.

EXHIBIT L

INSURANCE ACKNOWLEDGEMENT

Acknowledgment of Insurance Requirements

Section 4.6(1) of the Development Agreement provides:

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed. Developer is not required to name City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

Developer specifically acknowledges that replacement value means one hundred percent of the replacement value when construction is completed and that evidence of builders risk must be provided prior to closing.

Developer

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE: Reject Bids 2025 Repair and Maintenance of the Iowa Street Parking Garage

SUMMARY: City Manager recommending City Council reject the single bid proposal received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage due to a lack of competitive bids and insufficient funding to proceed with the construction improvements as proposed.
RESOLUTION Rejecting Competitive Bid Proposal Received For The 2025 Repair And Maintenance Of The Iowa Street Parking Garage

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

ATTACHMENTS:

1. MVM Memo
2. 2025 Repair and Maintenance of the Iowa St Parking Garage - Reject Bid Staff MEMO
3. 2025 Repair and Maintenance of the Iowa St Parking Garage - Reject Bid RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

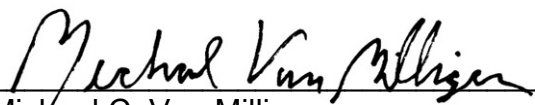
SUBJECT: 2025 Repair and Maintenance of the Iowa Street Parking Garage
Rejection of Single Competitive Bid Proposal
Project No. 4683000002

DATE: May 14, 2025

Director of Transportation Services Ryan Knuckey and Project Manager Jim Bousley are recommending City Council reject the single bid proposal received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage due to a lack of competitive bids and insufficient funding to proceed with the construction improvements as proposed.

It is also recommend that staff review the scope of the project; further evaluate the estimate of probable cost based on current construction cost market conditions; identify potential value engineering components so that the improvements can be modified or adjusted to meet the current available funding; evaluate the construction schedule to potentially allow contractors more time to complete the ramp repair work; and prepare to re-bid the project.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Director of Transportation Services
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager
Robert Schiesl, Assistant City Engineer
Russ Stecklein, Operations Supervisor Transportation Services

TO: Michael C. Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services
Jim Bousley, Project Manager

SUBJECT: 2025 Repair and Maintenance of the Iowa Street Parking Garage
Rejection of Single Competitive Bid Proposal
Project No. 4683000002

DATE: May 14, 2025

INTRODUCTION

The enclosed resolution authorizes the rejection of the single competitive bid proposal received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage due to a lack of competitive bids and insufficient funding to proceed with the construction improvements as proposed.

BACKGROUND

In 2022 the City issued a Request for Proposals for a Parking Ramp Maintenance Needs Assessment. In November of 2022 the City Council approved the awarding of the contract to Desman, Inc. of Chicago, Illinois.

The Iowa Street Ramp condition assessment report completed by Desman indicated several areas in the Iowa Street parking ramp that need repairs and maintenance work. A professional services contract was signed with Desman to provide design and construction administration services for structural repairs.

The 2025 Repair and Maintenance of the Iowa Street Parking Garage would provide for slab-on-grade asphalt and concrete repairs, full depth pan joist slab repairs, partial depth concrete repairs on garage ramps, concrete curb island removal and replacement, form and pour joist repairs, form and pour beam repairs, column repairs, waterproofing repair and enhancements, new waterproofing membrane, stair tower repairs, installation of new supplemental floor drains on roof level, electrical upgrades including circuit conduit and feeders, lighting fixtures, plumbing upgrades including waste drains, piping, hose bibs, replacement of elevator pit pump and other miscellaneous work.

PROJECT FUNDING

The estimate of probable cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage is summarized as follows:

PROJECT COSTS	ESTIMATE
Construction Contract - Base Bid	\$ 4,011,300
Construction Contract - Alternate Bid	978,000
Contingency	523,000
Consultant Services Design - Desman	116,200
Consultant Services Construction - Desman	148,600
City Staff Services, Construction Administration & Inspection	70,000
Total Project Cost	\$ 5,847,100

The project funding summary is as follows:

Project No.	Fund Description	Fund Amount
4683000002	Parking Ramp Maintenance (FY25)	\$ 5,213,362
	Parking Ramp Maintenance (FY26)	633,738
Total Project Funding		\$ 5,847,100

BID RESULTS

Competitive sealed bids were received on the 2025 Repair and Maintenance of the Iowa Street Parking Garage on May 12, 2025. One (1) bid proposal was received, with a base bid of \$5,606,000, which is 39.8% above the estimate of probable cost. The single bid received is significantly over the current funding available to complete the construction improvements as proposed.

RECOMMENDATION

I recommend that the City Council reject the single bid proposal received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage due to a lack of competitive bids and insufficient funding to proceed with the construction improvements as proposed.

I also recommend that staff review the scope of the project; further evaluate the estimate of probable cost based on current construction cost market conditions; identify potential value engineering components so that the improvements can be modified or adjusted to meet the current available funding; evaluate the construction schedule to potentially allow contractors more time to complete the ramp repair work; and prepare to re-bid the project.

ACTION TO BE TAKEN

I recommend that the City Council reject the single bid proposal received through the adoption of the enclosed resolution for the 2025 Repair and Maintenance of the Iowa Street Parking Garage.

cc: Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Russ Stecklein, Operations Supervisor Transportation Services

RESOLUTION NO. -25

REJECTING COMPETITIVE BID PROPOSAL RECEIVED FOR THE 2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE

WHEREAS, one (1) competitive sealed bid proposal was received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage (the Project) pursuant to Resolution No. 136-25 and Notice to Bidders published in the City of Dubuque, Iowa website and a contractor plan room service with statewide circulation on the 25th day of April, 2025; and

WHEREAS, the one (1) competitive sealed bid proposal was opened and read on the 12th day of May 2025; and

WHEREAS, the City Council has deemed it advisable to reject the one (1) competitive sealed 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 2025 Repair and Maintenance of the Iowa Street Parking Garage is hereby rejected.

SECTION 2. The City Clerk is authorized and instructed to return the bid deposit of the unsuccessful bidders for the 2025 Repair and Maintenance of the Iowa Street Parking Garage.

Passed, approved and adopted this 19th day of May 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE: Resolutions of Support for Workforce Housing Tax Credit Applications for Multiple Housing Developments

SUMMARY: City Manager recommending City Council approval of the attached resolutions supporting the aforementioned applications for Iowa Workforce Housing Tax Credits for housing development in Dubuque.

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Millwork Flats, L.L.C.

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Gronen Development, Inc.

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Wilson House Apts, LLC

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By 1301 Central, LLC

RESOLUTION Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By CCI5, LLC.

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Input Form 1065 Jackson_Updated_Uploaded 5.19.25
4. Input Form 1065 Jackson
5. Input Form 5th and Main_Updated_Uploaded 5.19.25
6. Input Form 5th and Main
7. Input Form 1243 Locust_Updated_Uploaded 5.19.25

8. Input Form 1243 Locust
9. Input Form 1301 Central_Updated_Uploaded 5.19.25
10. Input Form 1301 Central
11. Input Form 320-380 Cedar Cross Road
12. 1065 Jackson WHTC Support Resolution
13. 5th and Main WHTC Support Resolution
14. 1243 Locust WHTC Support Resolution
15. 1301 Central WHTC Support Resolution
16. 320-380 Cedar Cross WHTC Support Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolutions of Support for Workforce Housing Tax Credit Applications for Multiple Housing Developments

DATE: May 13, 2025

Economic Development Director Jill Connors is recommending City Council approval of the attached resolutions supporting the aforementioned applications for Iowa Workforce Housing Tax Credits for housing development in Dubuque. A Community Input Form also accompanies each resolution and requires signature.

When developers submit an application to the Iowa Economic Development Authority for Workforce Housing Tax Credits, they are required to attach both a Resolution of Support from the municipality – and new this year, a Community Input Form. This allows the municipality to provide insight into the impact each project will have on the City's housing goals. The following projects have approached City staff requesting support to apply. Most of these projects are located in Dubuque's downtown area, with one on the west end.

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units. This includes supporting applications for State of Iowa incentive programs in order to facilitate the development of multifamily housing.

Millwork Flats, L.L.C. (1065 Jackson Street)

The City of Dubuque and Millwork Flats, L.L.C. entered into a Development Agreement on June 17, 2024, for the creation of Sixty-Two (62) rental residential units with an investment of approximately Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00) for the construction of the units. Current modeling is closer to Seventy-Six (76) units with an investment of approximately Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000.00).

Gronen Development, Inc. (5th and Main Streets)

The City of Dubuque and Gronen Development, Inc. entered into a Development Agreement on March 17, 2025, for the creation of at least Eighty (80) rental residential units and 8,000 square feet of first-floor commercial space with an investment of approximately Twenty-Four Million Dollars (\$24,000,000.00). Current modeling is closer

to One Hundred Two (102) residential units with a total investment of approximately Twenty-Eight Million Dollars (\$28,000,000.00).

Wilson House Apts, LLC (1243 Locust Street)

The City of Dubuque and Wilson House Apts, LLC entered into a Development Agreement on May 20, 2024 for the creation of Five (5) new residential units with an investment of approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00). The project intends to use historic tax credits.

1301 Central, LLC (1301 Central Avenue)

The City of Dubuque and 1300 Central, LLC are negotiating a Development Agreement for the creation of Thirty (30) new residential units and approximately 9,000 SF of commercial space with an investment of approximately Eight Million Dollars (\$8,000,000.00). The project intends to use historic tax credits. City staff anticipate bringing the Development Agreement to City Council for review and approval in June 2025.

CCI5, LLC (380 Cedar Cross Road)

The City of Dubuque and CCI5, LLC have negotiated a Development Agreement for the creation of One Hundred Eighty (180) new residential units along Cedar Cross Road. The Developer anticipates an investment of approximately Twenty-Three Million Four Hundred Thousand Dollars (\$23,400,000.00) to improve the Property in three phases of 60 units each. City staff anticipate bringing the Development Agreement to City Council for review and approval on May 19, 2025.

Given the already demonstrated dearth of housing units in Dubuque, and with the pending need to house an additional several hundred students, faculty, and staff of the proposed John and Alice Butler College of Osteopathic Medicine scheduled to open in downtown Dubuque in 2028, it is imperative that to provide support for the construction of additional housing options. The projects meet one or more of these City Council goals: creation of additional housing; located in Dubuque's downtown; and the rehabilitation of an existing structure.

From 2010 to 2020, according to the US Census Bureau, of the 99 counties in the State of Iowa only 30 grew in population, and only 8 of those grew by more than 5,000 people. Of those 8 counties that grew by more than 5,000 people only Dubuque County (City of Dubuque) and Scott County (City of Davenport) were outside the Polk County (City of Des Moines)/Story County (City of Ames) and Johnson County (City of Iowa City)/ Linn County (City of Cedar Rapids) corridors.

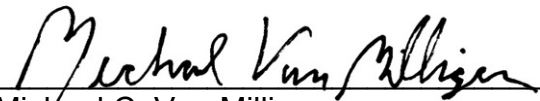
From 2020 to 2024, according to the US Census Bureau's Vintage 2024 population estimates, only 7 counties in the State of Iowa showed a population increase of more than 900 people, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors.

This means that according to the US Census Bureau Dubuque County population grew by almost 6,000 people from 2010 to 2024, approaching 100,000 population.

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over \$805 million in new construction in Dubuque County creating over 1,000 jobs.

The addition of the Iowa Workforce Housing Tax Credit to the capital stack improves the viability of these projects, increasing the developers' ability to adequately address the shortage of housing in the community.

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



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolutions of Support for Workforce Housing Tax Credit Applications for Multiple Housing Developments

DATE: May 14, 2025

INTRODUCTION

This memorandum presents for City Council approval individual resolutions of support for Workforce Housing Tax Credit Applications to the Iowa Economic Development Department being submitted by multiple developers for redevelopment of five properties in Dubuque.

BACKGROUND

The Iowa Workforce Housing Tax Credit program provides tax benefits to developers to provide housing in Iowa communities, focusing especially on those projects using abandoned, empty, or dilapidated properties. Total program benefits are limited to one million dollars (\$1,000,000) per project.

From 2010 to 2020, according to the US Census Bureau, of the 99 counties in the State of Iowa only 30 grew in population, and only 8 of those grew by more than 5,000 people. Of those 8 counties that grew by more than 5,000 people, only Dubuque County (City of Dubuque) and Scott County (City of Davenport) were outside the Polk County (City of Des Moines)/Story County (City of Ames) and Johnson County (City of Iowa City)/Linn County (City of Cedar Rapids) corridors.

From 2020 to 2024, according to the US Census Bureau's Vintage 2024 population estimates, only 7 counties in the State of Iowa showed a population increase of more than 900 people, and only Dubuque County (+934, total population 100,200) was outside the Polk County/Story County and Johnson County/Linn County corridors. Scott County, which

was mentioned above as growing from 2010 to 2020, experienced a 19 person decline in this 4 year period.

This means that according to the US Census Bureau, Dubuque County population grew by almost 6,000 people from 2010 to 2024, exceeding 100,000 population for the first time ever.

Since July 1, 2022 Greater Dubuque Development Corporation reports there has been over \$805 million in new construction in Dubuque County creating over 1,000 jobs.

DISCUSSION

When developers submit an application to the Iowa Economic Development Authority for Workforce Housing Tax Credits, they are required to attach both a Resolution of Support from the municipality – and new this year, a Community Input Form. This allows the municipality to provide insight into the impact each project will have on the City's housing goals. The following projects have approached City staff requesting support to apply. Most of these projects are located in Dubuque's downtown area, with one on the west end.

Millwork Flats, L.L.C. (1065 Jackson Street)

The City of Dubuque and Millwork Flats, L.L.C. entered into a Development Agreement on June 17, 2024, for the creation of Sixty-Two (62) rental residential units with an investment of approximately Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00) for the construction of the units. Current modeling is closer to Seventy-Six (76) units with an investment of approximately Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000.00).

Gronen Development, Inc. (5th and Main Streets)

The City of Dubuque and Gronen Development, Inc. entered into a Development Agreement on March 17, 2025, for the creation of at least Eighty (80) rental residential units and 8,000 square feet of first-floor commercial space with an investment of approximately Twenty-Four Million Dollars (\$24,000,000.00). Current modeling is closer to One Hundred Two (102) residential units with a total investment of approximately Twenty-Eight Million Dollars (\$28,000,000.00).

Wilson House Apts, LLC (1243 Locust Street)

The City of Dubuque and Wilson House Apts, LLC entered into a Development Agreement on May 20, 2024 for the creation of Five (5) new residential units with an investment of approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00). The project intends to use historic tax credits.

1301 Central, LLC (1301 Central Avenue)

The City of Dubuque and 1300 Central, LLC are negotiating a Development Agreement for the creation of Thirty (30) new residential units and approximately 9,000 SF of commercial space with an investment of approximately Eight Million Dollars (\$8,000,000.00). The project intends to use historic tax credits. City staff anticipate bringing the Development Agreement to City Council for review and approval in June 2025.

CCI5, LLC (320-380 Cedar Cross Road)

The City of Dubuque and CCI5, LLC are negotiating a Development Agreement for the creation of One Hundred Eighty (180) new residential units along Cedar Cross Road. The Developer anticipates an investment of approximately Twenty-Three Million Four Hundred Thousand Dollars (\$23,400,000.00) to improve the Property in three phases of 60 units each. City staff anticipate bringing the Development Agreement to City Council for review and approval on May 19, 2025.

Given the already demonstrated dearth of housing units in Dubuque – which as described above has had an increase in population since 2010 of nearly 6,000 residents – and with the pending need to house an additional several hundred students, faculty, and staff of the proposed college of osteopathic medicine scheduled to open in 2028, it is imperative that we support the construction of additional affordable housing options. The projects meet one or more of these City Council goals: creation of additional affordable housing; located in Dubuque’s downtown; and the rehabilitation of an existing structure.

The addition of the Iowa Workforce Housing Tax Credit to the capital stack improves the viability of these projects, increasing the developers’ ability to adequately address the shortage of housing in the community.

RECOMMENDATION

I respectfully request City Council approval of the attached resolutions supporting the aforementioned applications for Iowa Workforce Housing Tax Credits for housing development in Dubuque. A Community Input Form also accompanies each resolution and requires signature.

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: 1065 Jackson Street

Developer Name: Millwork Flats, L.L.C.

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

The project at 1065 Jackson will create 76 modern units in our Historic Millwork District which will complement the apartments in the neighborhood that have rehabilitated historic buildings - thus providing a mix of options that are attractive to our workforce. This project meets two City Council priorities: addition of housing to the community, and downtown housing.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

The City of Dubuque is in a housing shortage crisis. According to the US Census Bureau, the population of Dubuque County grew by almost 6,000 people from 2010 to 2024, nearing a population total of 100,000 for the first time ever. Through creating new residential housing, this project will have a tremendous impact on the economy by reducing the strain on the current housing stock. Additionally, this project will create a mixed-use property in a historic neighborhood, in a low-income census tract, contributing to a more livable and walkable neighborhood.

Describe how housing is a barrier to job growth in the neighborhood or community.

Dubuque is currently experiencing a severe housing shortage. In 2022, Greater Dubuque Development Corporation hired a consultant to perform a housing study. The annual homeowner vacancy rate is 0.5% and the annual rental vacancy rate is 1.3%. However, the projected employment growth by 2030 is estimated to be 7.6%. The study found that Dubuque will need 1,192 new workforce housing units by 2030 in order to meet the demand created by business growth. Approximately 42% of businesses interviewed said that housing should be a priority.

Describe how this project addresses the needs of the local housing market.

This project creates 76 new workforce housing units at a time when the City is in dire need of additional housing. Dubuque has a large amount of historic or historic contributing structures that have been rehabilitated, and this infill project will complement those offerings.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is creating additional housing in the Historic Millwork District, which has been identified in the District's Master Plan as needing to increase. The project is revitalizing a vacant and underutilized building—recognized through its award of the Grayfield Redevelopment Tax Credit—and is located in a highly visible downtown district. It includes first floor commercial and hospitality space to support its residents and the residents and visitors of the broader district. The project also aligns with the goals of the Imagine Dubuque Comprehensive Plan.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: 1065 Jackson Street

Developer Name: Millwork Flats, L.L.C.

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

The project at 1065 Jackson will create 76 modern units in our Historic Millwork District which will complement the apartments in the neighborhood that have rehabilitated historic buildings - thus providing a mix of options that are attractive to our workforce. This project meets two City Council priorities: addition of housing to the community, and downtown housing.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

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Describe how this project addresses the needs of the local housing market.

This project creates 76 new workforce housing units at a time when the City is in dire need of additional housing. Dubuque has a large amount of historic or historic contributing structures that have been rehabilitated, and this infill project will complement those offerings.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is creating additional housing in the Historic Millwork District, which has been identified in the District's Master Plan as needing to increase. It also aligns with the Imagine Dubuque Comprehensive Plan.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: 5th and Main Street

Developer Name: Gronen Development, Inc.

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

This project proposes new construction of 102 residential units at the corner of 5th and Main Streets. This 5-story building will have 8,000 SF of first floor commercial space and is located immediately opposite the new College of Osteopathic Medicine scheduled to open in 2028. Officials hope to grow to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 800. This project meets 2 City Council priorities: addition of housing to the community, and the creation of downtown housing.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

The City of Dubuque is in a housing shortage crisis. According to the US Census Bureau, the population of Dubuque County grew by almost 6,000 people from 2010 to 2024, nearing a population total of 100,000 for the first time ever. Through creating new residential housing, this project will have a tremendous impact on the economy by reducing the strain on the current housing stock. Additionally, this project will create a mixed-use property along a highly visible corridor, in a low-income census tract, contributing to a more livable and walkable neighborhood.

Describe how housing is a barrier to job growth in the neighborhood or community.

Dubuque is currently experiencing a severe housing shortage. In 2022, Greater Dubuque Development Corporation hired a consultant to perform a housing study. The annual homeowner vacancy rate is 0.5% and the annual rental vacancy rate is 1.3%. However, the projected employment growth by 2030 is estimated to be 7.6%. The study found that Dubuque will need 1,192 new workforce housing units by 2030 in order to meet the demand created by business growth. Approximately 42% of businesses interviewed said that housing should be a priority.

Describe how this project addresses the needs of the local housing market.

This project creates one hundred two (102) new workforce housing units at a time when the City is in dire need of additional housing. Dubuque also has a large amount of historic or historic contributing structures making redevelopment that much more difficult.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is located at a highly visible intersection between the entertainment and business centers of the downtown. This infill project will create additional housing for the downtown and introduce additional first floor commercial activity, meaning this project meets the neighborhood needs for the downtown as identified in the Imagine Dubuque Comprehensive Plan. This project is located directly opposite the new osteopathic college scheduled to open in 2028.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: 5th and Main Street

Developer Name: Gronen Development, Inc.

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

This project proposes new construction of 102 residential units at the corner of 5th and Main Streets. This 5-story building will have 8,000 SF of first floor commercial space and is located immediately opposite the new College of Osteopathic Medicine scheduled to open in 2028. Officials hope to grow to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 800. This project meets 2 City Council priorities: addition of housing to the community, and the creation of downtown housing.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

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Describe how this project addresses the needs of the local housing market.

This project creates eighty (80) new workforce housing units at a time when the City is in dire need of additional housing. Dubuque also has a large amount of historic or historic contributing structures making redevelopment that much more difficult.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is located at a highly visible intersection between the entertainment and business centers of the downtown. This infill project will create additional housing for the downtown and introduce additional first floor commercial activity, meaning this project meets the neighborhood needs for the downtown as identified in the Imagine Dubuque Comprehensive Plan. This project is located directly opposite the new osteopathic college scheduled to open in 2028.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: Wilson House Apartments

Developer Name: Wilson House Apts, LLC

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

The City of Dubuque has long prioritized the rehabilitation and reuse of its unique existing downtown historic architecture. The renovation of 1243 Locust Street would revitalize an existing structure that has been vacant and underutilized for decades. This project will bring five new residential rental units to a neighborhood located in the heart of downtown. This project meets three City Council goals: addition of all types of housing for the community, a focus on downtown housing/development, and rehabilitation of existing buildings.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, 12 local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

The City of Dubuque is in a housing shortage crisis. According to the US Census Bureau, the population of Dubuque County grew by almost 6,000 people from 2010 to 2024, nearing a population total of 100,000 for the first time ever. Through creating new residential housing, this project will have a tremendous impact on the economy by reducing the strain on the current housing stock and allow more housing opportunities for future employees of area businesses. Additionally, this project will contribute to a more livable and walkable neighborhood in the downtown district, having a positive economic impact on local businesses and downtown amenities.

Describe how housing is a barrier to job growth in the neighborhood or community.

Dubuque is currently experiencing a severe housing shortage. In 2022, Greater Dubuque Development Corporation hired a consulting firm to perform a housing study for the community. The annual homeowner vacancy rate is 0.5% and the annual rental vacancy rate is 1.3%. However, the projected local employment growth by 2030 is estimated to be 7.6%. The study found that Dubuque will need 1,192 new workforce housing units by 2030 in order to meet the demand created by business growth. Approximately 42% of businesses interviewed said that housing should be a priority.

Describe how this project addresses the needs of the local housing market.

The project will create five new workforce housing units within an historic structure, creating unique living units. This type of housing is especially desirable and only achieved by renovating historic structures, which sets Dubuque's downtown area apart from many other communities. Providing one and two-bedroom units offers flexibility for different workforce jobs, ages and small families to live in this area. This location is also a great asset to the local housing market, and economy, by providing units within walking distance to public transportation and many job opportunities in the downtown area.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

The Wilson House is the last remaining dilapidated building on its block and the entire neighborhood will benefit from its transformation. Safety and activity will increase around the site with residents living in the building. The neighborhood will experience the positive impact of having additional young professionals and families. Downtown tour buses, prospective employees, and local residents travel through this area regularly. This building currently stands out in its distressed state, its renovation would help leave a positive impression for these visitors. This project also contributes to the goals and needs developed and identified in the Imagine Dubuque Comprehensive Plan and other City initiatives.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: Wilson House Apartments

Developer Name: Wilson House Apts, LLC

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

The City of Dubuque has long prioritized the rehabilitation and reuse of its exsitic historic architecture. The property at 1243 Locust Street would revitalize an exisiting structure that is vacant and underutilized by bringing new residential rental units to the street as well as introducing a commercial storefront on the first floor. This project meets 3 City Council goals: addition of housing to the community, downtown location, and rehabilitation of an existing building.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

The City of Dubuque is in a housing shortage crisis. According to the US Census Bureau, the population of Dubuque County grew by almost 6,000 people from 2010 to 2024, nearing a population total of 100,000 for the first time ever. Through creating new residential housing, this project will have a tremendous impact on the economy by reducing the strain on the current housing stock. Additionally, this project will create a mixed-use property along a highly visible corridor, in a low-income census tract, contributing to a more livable and walkable neighborhood.

Describe how housing is a barrier to job growth in the neighborhood or community.

Dubuque is currently experiencing a severe housing shortage. In 2022, Greater Dubuque Development Corporation hired a consultant to perform a housing study. The annual homeowner vacancy rate is 0.5% and the annual rental vacancy rate is 1.3%. However, the projected employment growth by 2030 is estimated to be 7.6%. The study found that Dubuque will need 1,192 new workforce housing units by 2030 in order to meet the demand created by business growth. Approximately 42% of businesses interviewed said that housing should be a priority.

Describe how this project addresses the needs of the local housing market.

This project creates five new workforce housing units at a time when the City is in dire need of additional housing. Dubuque also has a large amount of historic or historic contributing structures making redevelopment that much more difficult. This project is layering state and federal tax credits to create new housing while preserving the significant architecture that sets Dubuque apart from other Iowa communities.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is revitalizing a vacant and underutilized building in a highly visible neighborhood that is a gateway corridor to the downtown coming from the west end. By bringing the property back into code compliance, creating additional housing for the neighborhood, and introducing additional first floor commercial activity, this project meets the neighborhood needs for the downtown as identified in the Imagine Dubuque Comprehensive Plan.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: 1301 Central Avenue

Developer Name: Miller Development

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

The City of Dubuque has long prioritized the rehabilitation and reuse of its existing historic architecture. The property at 1301 Central Avenue would revitalize an existing structure that is vacant and underutilized by bringing 30 upper story residential rental units to the street as well as introducing a 9,200 SF commercial storefront on the first floor. This project meets 3 City Council goals: addition of housing to the community, downtown location, and rehabilitation of an existing building.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

The City of Dubuque is in a housing shortage crisis. According to the US Census Bureau, the population of Dubuque County grew by almost 6,000 people from 2010 to 2024, nearing a population total of 100,000 for the first time ever. Through creating new residential housing, this project will have a tremendous impact on the economy by reducing the strain on the current housing stock. Additionally, this project will create a mixed-use property along a highly visible corridor, in a low-income census tract, contributing to a more livable and walkable neighborhood.

Describe how housing is a barrier to job growth in the neighborhood or community.

Dubuque is currently experiencing a severe housing shortage. In 2022, Greater Dubuque Development Corporation hired a consultant to perform a housing study. The annual homeowner vacancy rate is 0.5% and the annual rental vacancy rate is 1.3%. However, the projected employment growth by 2030 is estimated to be 7.6%. The study found that Dubuque will need 1,192 new workforce housing units by 2030 in order to meet the demand created by business growth. Approximately 42% of businesses interviewed said that housing should be a priority.

Describe how this project addresses the needs of the local housing market.

This project creates 30 new workforce housing units at a time when the City is in dire need of additional housing. Dubuque also has a large amount of historic or historic contributing structures making redevelopment that much more difficult. This project is layering state and federal tax credits to create new housing while preserving the significant architecture that sets Dubuque apart from other Iowa communities.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is revitalizing a vacant and underutilized building in a highly visible neighborhood that is a gateway corridor to the downtown coming from the north end. The City Council has prioritized the revitalization of the Central Avenue Corridor. By bringing the property back into use, creating additional housing for the neighborhood, and introducing additional first floor commercial activity, this project meets the neighborhood needs for the downtown as identified in the Imagine Dubuque Comprehensive Plan.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: 1301 Central Avenue

Developer Name: Miller Development

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

The City of Dubuque has long prioritized the rehabilitation and reuse of its existing historic architecture. The property at 1301 Central Avenue would revitalize an existing structure that is vacant and underutilized by bringing 30 upper story residential rental units to the street as well as introducing a 9,200 SF commercial storefront on the first floor. This project meets 3 City Council goals: addition of housing to the community, downtown location, and rehabilitation of an existing building.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

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Describe how this project addresses the needs of the local housing market.

This project creates 30 new workforce housing units at a time when the City is in dire need of additional housing. Dubuque also has a large amount of historic or historic contributing structures making redevelopment that much more difficult. This project is layering state and federal tax credits to create new housing while preserving the significant architecture that sets Dubuque apart from other Iowa communities.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is revitalizing a vacant and underutilized building in a highly visible neighborhood that is a gateway corridor to the downtown coming from the north end. By bringing the property back into use, creating additional housing for the neighborhood, and introducing additional first floor commercial activity, this project meets the neighborhood needs for the downtown as identified in the Imagine Dubuque Comprehensive Plan.

City Official Signature

Date

WORKFORCE HOUSING TAX INCENTIVE PROGRAM

COMMUNITY INPUT FORM



Communities supporting a Workforce Housing Tax Incentive Program application are to complete this form. This is to be filled out by the city where the project is being proposed and signed by a city official.

Community Name: City of Dubuque

Project Name: 320-380 Cedar Cross Road

Developer Name: CCI5, LLC

Printed Name of City Official Completing the Form: Jill Connors, Economic Development Director

Is the type of housing proposed in this project a priority for the community? ☒ Yes ☐ No

If so, explain why: _____

This project proposes new construction of 180 residential units along the busy corridor of Cedar Cross Road on Dubuque's west end. This project meets the City Council priority of the addition of housing to the community.

Describe recent or planned business expansions that created a need for additional housing in the community and the number and types of jobs to be created because of these expansions.

Since 2021, twelve local businesses have expanded their operations in Dubuque creating an additional 575 new full time jobs. The University of Dubuque is opening the first new medical school in the state of Iowa in over 125 years. This new osteopathic college is scheduled to open in downtown Dubuque in 2028, adding over 700 hundred faculty and staff over the next decade. The University of Dubuque invested \$60 million dollars to expand its flight school, increasing enrollment from 250 to over 400 students. Dubuque County has seen over \$800 million in industrial and commercial investment over the past 3.5 years

How will the project impact the local economy?

The City of Dubuque is in a housing shortage crisis. According to the US Census Bureau, the population of Dubuque County grew by almost 6,000 people from 2010 to 2024, nearing a population total of 100,000 for the first time ever. Through creating new residential housing, this project will have a tremendous impact on the economy by reducing the strain on the current housing stock. Additionally, this project will create a six-building apartment complex along a highly visible corridor near shopping and the west end industrial park.

Describe how housing is a barrier to job growth in the neighborhood or community.

Dubuque is currently experiencing a severe housing shortage. In 2022, Greater Dubuque Development Corporation hired a consultant to perform a housing study. The annual homeowner vacancy rate is 0.5% and the annual rental vacancy rate is 1.3%. However, the projected employment growth by 2030 is estimated to be 7.6%. The study found that Dubuque will need 1,192 new workforce housing units by 2030 in order to meet the demand created by business growth. Approximately 42% of businesses interviewed said that housing should be a priority.

Describe how this project addresses the needs of the local housing market.

This project creates one hundred eighty (180) new workforce housing units at a time when the City is in dire need of additional housing, so this project takes a large "bite" out of the housing shortage.

Describe the impact of this project on the neighborhood and how it meets the needs of the community.

This project is located along a highly visible corridor. This infill project will create additional housing for the west end, near the west end industrial park and shopping centers.

City Official Signature

Date

Prepared by: Jill Connors, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-25

**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT
AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM
BY MILLWORK FLATS, L.L.C.**

WHEREAS, Millwork Flats, L.L.C. (Developer) owns the following described real property in the City of Dubuque, Iowa:

CITY LOTS 384-387 & S 1/2 OF CITY LOT 388 (1065 JACKSON, 163 E 10TH);
locally known as 1065 Jackson Street (the Property); and

WHEREAS, Developer proposes to construct Seventy-Six (76) multi-family residential units on the Property (the Project) and invest approximately Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000.00) in the Project; and

WHEREAS, the Project is located in the Greater Downtown Urban Renewal Area which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

WHEREAS, the City and Developer have executed a Development Agreement dated June 17, 2024, including the issuance of a \$500,000 Forgivable Loan and Urban Tax Increment Revenue Obligations, (the Agreement); and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council finds that the application to the Workforce Housing Tax Credit Program by Millwork Flats, L.L.C. is in the best interests of the City of Dubuque and should be supported

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Millwork Flats, L.L.C. for necessary tax credits and other benefits directly contributing to the success of the Project at 1065 Jackson Street, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Jill Connors, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-25

**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT
AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM
BY GRONEN DEVELOPMENT, INC.**

WHEREAS, City is the owner of the following real estate located in the City of Dubuque, County of Dubuque, State of Iowa, consisting of 0.67 acres,

BLK 17 DUBUQUE DOWNTOWN PLAZA
(the Property); and

WHEREAS, Gronen Development, Inc. (Developer) has requested that City sell to Developer the Property together with all easements, tenements, hereditaments and appurtenances belonging thereto (Property), and City has agreed to sell the Property to Developer subject to and in accordance with the terms of an executed Development Agreement dated March 17, 2025 (Agreement); and

WHEREAS, Developer desires to construct a total of One Hundred Two (102) apartment units and 8,000 square feet of commercial space on the Property (the Project); and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, the Project is located in the Greater Downtown Urban Renewal Area which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on April 21, 2025,

City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

WHEREAS, once completed, the Agreement provides the Property 15 years of Urban Tax Increment Revenue Obligations subject to a Minimum Assessment Agreement; and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council find that the application to the Workforce Housing Tax Credit Program by Gronen Development, Inc. is in the best interests of the City of Dubuque and should be approved

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Gronen Development, Inc. for necessary tax credits and other benefits directly contributing to the success of the Project at 5th and Main Streets, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Jill Connors, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-25

SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY WILSON HOUSE APTS, LLC

WHEREAS, Wilson House Apts, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

The Northerly 64 feet of Out Lot No. 662A in the Town (now City) of Dubuque, Iowa, according to the United States Commissioners' Plat of the Survey of said Town of Dubuque

(the Property); and

WHEREAS, Developer plans to rehabilitate the existing structure to construct five (5) multi-family residential units on the Property (the Project) and invest approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00) in the Project; and

WHEREAS, the Project is located in the Greater Downtown Urban Renewal Area which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

WHEREAS, the City and Developer have executed a Development Agreement dated May 20, 2024, as amended, including the issuance of Urban Tax Increment Revenue Obligations, (the Agreement); and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council finds that the application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC is in the best interests of the City of Dubuque and should be supported.

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 1243 Locust Street, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Jill Connors, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-25

SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY 1301 CENTRAL, LLC

WHEREAS, 1301 CENTRAL, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

TRACT I.

Lot 1, Lot 2, and Lot 2 of Lot 3 all of the subdivision of the south half of Out Lot 456, in the City of Dubuque, Iowa according to the recorded Plats of said respective Subdivision.

TRACT II.

The Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The South ½ of the North Middle 1/5 of Out Lot 449, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The North 1/5 and the North ½ of the North Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Lot 4 of the South ½ of Out Lot 456, and

Lot 1 of Lot 3 of the South ½ of Out Lot 456, in the City of Dubuque, Iowa, according to the recorded Plats thereof.

The Southerly 2/5ths of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of Said Town of Dubuque, Iowa.

TRACT III.

The North ½ of the Middle 1/5 of Out Lot 456 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Tract IV.

City Lot 449A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #16133-02, records of Dubuque County, Iowa.

(the Property); and

WHEREAS, Developer plans to rehabilitate the existing structure to construct thirty (30) multi-family residential units on the Property (the Project) and invest approximately Eight Million Dollars (\$8,000,000.00) in the Project; and

WHEREAS, the Project is located in the Greater Downtown Urban Renewal Area which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

WHEREAS, the City and Developer anticipate City approval of a Development Agreement scheduled for public hearing June 2, 2025, including the issuance of Urban Tax Increment Revenue Obligations, (the Agreement); and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council finds that the application to the Workforce Housing Tax Credit Program by 1301 CENTRAL, LLC is in the best interests of the City of Dubuque and should be supported

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 1301 Central, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 1301 Central Avenue, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Jill Connors, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-25

SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY CCI5, LLC.

WHEREAS, CCI5, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

Lot 2 of 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa and as shown on Exhibit A (the Plat) which is currently being replatted to be known as Lots 1, 2, and 3 of Cedar Ridge Commercial Park

at 320-380 Cedar Cross Road, Dubuque, Iowa 52003 (the Property); and

WHEREAS, Developer proposes to construct one hundred eighty (180) multi-family residential units on the Property (the Project) and invest approximately Twenty-Three Million Four Hundred Thousand Dollars (\$23,400,000.00) in the Project; and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, the City and Developer have negotiated a Development Agreement scheduled for consideration on May 19, 2025, (the Agreement); and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council finds that the application to the Workforce Housing Tax Credit Program by CCI5, LLC is in the best interests of the City of Dubuque and should be supported.

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by CCI5, LLC for necessary tax credits and other benefits directly contributing to the success of the Project.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	Amendment to City Code – Solicitor and Transient Merchant Licenses
SUMMARY:	City Clerk recommending approval of the ordinance amending City Code to establish separate licenses for solicitors and transient merchants, revise background check and application procedures, and update the criteria for license denial. ORDINANCE Repealing Title 4 Business And License Regulations, Chapter 5 Solicitor’s License And Replacing It With New Chapter 5 Containing Articles A And B For Solicitors And Transient Merchants
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. Staff Memo 2. Ordinance



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Amendment to City Code – Solicitor and Transient Merchant Licenses

DATE: May 13, 2025

An amendment is proposed to the City Code that updates how we regulate temporary sales activity within the city. Currently, the code groups both door-to-door sales and sales at temporary locations under a single “solicitor” license. To provide greater clarity, the proposed changes would divide this into two separate license types:

- **Solicitor License** – for individuals or businesses engaging in door-to-door sales.
- **Transient Merchant License** – for sales conducted at temporary locations such as parking lots or other non-permanent venues.

This change will help residents, vendors, and staff better understand the type of activity being licensed. It also simplifies the review and processing procedures for City staff and allows for a clearer workflow within our online licensing software. Several Iowa cities of similar size offer two separate licenses, and the term “transient merchant” is defined in the Iowa Code. By offering two distinct licenses, we ensure consistency for vendors operating statewide and align our language with state code.

In addition to establishing a new section for Transient Merchants, we are amending the current language to include the following updates:

- Clarifying that a background check is conducted for each applicant for a solicitor license and the owner of a transient merchant business.
- Specifying that if there are pending criminal charges that could result in license denial upon conviction, the city clerk’s office has the authority to place the application on hold for up to 14 days while the criminal charge is resolved.
- Removing application language to provide city staff with greater flexibility in modifying the application as needed.
- Expanding the grounds for denial to include felony convictions within the past 7 years, any crime involving injury or property damage to another person, or if the applicant is listed on the national sex offender registry.

- Indicating that guilty pleas, no contest pleas, or plea agreements resulting in a conviction to a lesser charge may be treated as equivalent to a conviction when evaluating eligibility for a license.
- Clarifying the section related to music.

The Police Department, responsible for conducting background checks, provided input on the criteria for denial. All city staff involved in reviewing solicitor licenses have been informed of the proposed ordinance amendment and had an opportunity to provide feedback.

I recommend approval of the ordinance amending the City Code to establish separate licenses for solicitors and transient merchants, revise background check and application procedures, and update the criteria for license denial.

cc: Mike Van Milligen, City Manager
 Crenna Brumwell, City Attorney
 Cori Burbach, Assistant City Manager
 Pam McCarron, Permit Clerk
 Jeremy Jensen, Police Chief
 Joesph Messerich, Assistant Police Chief
 Scott Baxter, Police Captain
 Amy Scheller, Fire Chief
 Derek Paulson, Assistant Fire Marshal
 Mary Rose Corrigan, Public Health Director
 Tim Link, Environmental Sanitarian
 Sydney Althoff, Environmental Sanitarian
 Wally Wernimont, Planning Services Director
 Travis Schrobilgen, Assistant Planner
 Gus Psihoyos, City Engineer
 Justine Hull, Traffic Engineer

ORDINANCE NO. _____ - 25

REPEALING TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 5 SOLICITOR'S LICENSE AND REPLACING IT WITH NEW CHAPTER 5 CONTAINING ARTICLES A AND B FOR SOLICITORS AND TRANSIENT MERCHANTS.

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

Section 1. Title 4 Chapter 5 of the City of Dubuque Code of Ordinances is hereby repealed.

Section 2. The Code of Ordinance Title 4 Chapter 5 of the City of Dubuque, Iowa hereby reads as follows:

ARTICLE A. SOLICITORS

4-5A-1: DEFINITIONS:

As used in this chapter, the following term has the following meaning:

SOLICITOR: Any person offering and exposing goods, wares, merchandise, products, or services for sale, or taking or soliciting orders for goods, wares, merchandise, products, or services for future delivery from place to place, house to house, door to door, or street to street, whether the person collects advance payments for such sales or not; but excluding calling upon or soliciting business establishments, professional offices, or institutions, exclusively, or calling on prospective customers by appointment only.

4-5A-2: LICENSE REQUIRED:

A. No person may engage in business as a solicitor without first obtaining a license therefor and paying the license fee.

4-5A-3: EXEMPTIONS:

This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Persons that purchase gold, bullion, ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title. (Ord. 23-19, 5-6-2019)

G. Persons that prepare, market or sell food from a mobile vending unit or mobile pushcart.

4-5A-4: APPLICATION FOR LICENSE:

A. An application for a solicitor's license must be filed at the City Clerk's Office on a form provided by the City Clerk.

B. The chief of police will investigate each applicant for a solicitor license and a report of such investigation will be attached to the application for consideration by the city clerk.

C. The city clerk will, in consultation with the chief of police and upon receipt of an application, with an appropriate bond attached, approve or reject the application considering:

- a. Whether the statements and representations contained in the application are true,
- b. Whether the applicant is the holder of an Iowa retailer's sales tax permit, when required/if applicable, and
- c. If a foreign corporation, whether the entity has the authority to do business in the state of Iowa.

D. If, upon receipt and review of an application, it is determined that the applicant has a pending criminal charge which upon conviction would result in denial of a license, the city clerk reserves the right to place the application on hold for up to fourteen (14) days pending resolution of the criminal charge.

- a. It is the applicant's responsibility to provide any updated information on the outstanding charge(s).
- b. At the conclusion of fourteen (14) days the City Clerk shall resume processing of the application.

- E. A license is valid only for the period of time described in the application.

4-5A-5: BOND:

An applicant for a license must file with the City Clerk a surety bond in the amount of five thousand dollars (\$5,000.00) conditioned on the following:

- A. That the applicant will fully comply with all ordinances of the City and laws regulating solicitor sales;

- B. The payment by the applicant of all taxes that may be payable by or due from the applicant to the State of Iowa or the City of Dubuque;

- C. The payment of any fines that may be assessed by any court against the applicant for violation of the provisions of this chapter;

- D. The payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale and arising from such sale; provided, however, that the aggregate liability of the surety for all such taxes, fines, and causes of action must in no event exceed the principal sum of such bond; and

- E. Guaranteeing to any resident of the city that all monies paid will be accounted for and applied according to the representation of the licensee. Said bond will continue in force as to such surety for not less than one year from the date of the license. Action on such bond may be brought by any resident of the city. (Ord. 16-13, 3-4-2013)

4-5A-6: FEES:

A solicitor must pay a license fee established by the city manager. (Ord. 16-13, 3-4-2013)

4-5A-7: DISPLAY OF LICENSE:

A solicitor shall keep such license in possession at all times while doing business in the City and shall, upon the request of prospective customers, exhibit the license as evidence of compliance with all requirements of this chapter.. (Ord. 16-13, 3-4-2013)

4-5A-8: MISREPRESENTATION:

It is unlawful for any solicitor making sales or engaging in or conducting a business under a solicitor's license to make any false or misleading statement or representation regarding any article sold or offered for sale by such solicitor as to condition, quality, original cost, or cost to such solicitor of any article sold or offered for sale, or to sell or offer for sale goods, wares, products, or merchandise of a value in excess of the value thereof as shown by said application, or to sell or offer for sale at retail any goods, wares, products,

or merchandise or to engage in or conduct an intermittent or temporary business on any day or at any place other than those shown by such license. A solicitor who violates any provision of this chapter is ineligible for a license for a period of two (2) years from the date of such violation. (Ord. 16-13, 3-4-2013)

4-5A-9: DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

A. The city clerk may, upon good cause, deny issuance or renewal of a license or suspend or revoke any license issued under this article for a period not to exceed one year for any of the following:

1. Violation of any federal, state, or local law, including, but not limited to, a violation of this chapter or any other chapter of this code;
2. Misrepresentation of any material fact in the application for a license;
3. Failure to cooperate with law enforcement;
4. The applicant, licensee, owner, manager, partner, corporate officer, or director has been convicted of a crime involving robbery, burglary, theft, forgery, fraud, or deceptive practices, the possession, manufacture, or delivery of a controlled substance, possession with intent to manufacture or deliver a controlled substance, possession of drug paraphernalia, or nonpayment of excise taxes for a controlled substance, nonpayment of other taxes, or demonstrated insolvency;
5. Misrepresentation of the source, condition, quality, weight, or measure of the product sold by such solicitor;
6. If any judgment recovered against such solicitor with reference to the operation of the business within the city remains unpaid for a period of six (6) months, provided such judgment be not stayed under a supersedeas bond upon appeal from such judgment;
7. The applicant has been convicted in the prior seven (7) year period of a felony or of any crime involving injury to another person or damage to the property of another person; or
8. The applicant is registered on the national sex offender registry.

B. A plea of guilty, no contest, or a plea agreement resulting in a conviction to a lesser charge may be considered the equivalent of a conviction for purposes of evaluating eligibility for a permit under 4-5-10(A).

C. The city clerk must give written notice of the revocation, suspension, or denial of renewal of any license issued under the provisions of this chapter to the license holder and the surety or sureties furnishing the bond provided for herein.

4-5A-10: APPEAL:

Within ten (10) days after notice of denial, suspension, or revocation of a license, a solicitor may file with the city clerk a written notice of appeal to the city manager from such denial, suspension, or revocation. The city manager must provide the solicitor with notice and an opportunity to be heard on the issue of whether the license was properly denied, suspended, or revoked. (Ord. 16-13, 3-4-2013)

4-5A-11: PERSONAL NATURE; TRANSFERABILITY:

The solicitor's license granted under this chapter is personal to the applicant only and may not be sold, assigned, or otherwise transferred. (Ord. 16-13, 3-4-2013)

4-5A-12: REPORT TO CITY CLERK UPON LOSS REQUIRED:

In the event any license issued under this chapter is lost or mislaid, the licensee must report such fact to the city clerk immediately. A duplicate license will be issued upon payment of the fee as established by the city manager. (Ord. 16-13, 3-4-2013)

4-5A-13: MUSIC:

No loudspeaker or other sound system which may disturb the peace is permitted while soliciting. Music is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the area where the solicitor locates.

ARTICLE B. TRANSIENT MERCHANTS

4-5B-1: DEFINITIONS:

As used in this chapter, the following term has the following meaning:

TRANSIENT MERCHANT: Any business that engages in selling goods, wares, merchandise, products, or services from any fixed or temporary location, which is temporarily maintained or when such business is intermittently carried on and there is no intention to conduct the same permanently within the City. Any person is presumed to be temporarily or intermittently selling or offering to sell goods or services, unless such person intends to and does remain continuously in business at each location where such sales are offered for a period of more than sixty (60) days. (Ord. 16-13, 3-4-2013)

4-5B-2: LICENSE REQUIRED:

A. No person may engage in business as a transient merchant without first obtaining a license therefor and paying the license fee.

B. No person having control of private property within the City may knowingly permit another person to engage in business on or about that property as a transient merchant without first requiring that person to obtain a license therefor. (Ord. 16-13, 3-4-2013)

4-5B-3: EXEMPTIONS:

This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling at wholesale to merchants, persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Central Market and other permitted farmers' market businesses licensed in accordance with this Code; or

G. Persons that purchase gold, bullion, ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title. (Ord. 23-19, 5-6-2019)

H. Persons that prepare, market or sell food from a mobile vending unit or mobile pushcart.

4-5B-4: APPLICATION FOR LICENSE:

A. An application for a transient merchant license must be filed at the City Clerk's Office on a form provided by the City Clerk.

B. The chief of police will investigate each business owner applying for a transient merchant license and a report of such investigation will be attached to the application for consideration by the city clerk.

C. If, upon receipt and review of an application, it is determined that the applicant has a pending criminal charge which upon conviction would result in denial of a license, the city clerk reserves the right to place the application on hold for up to fourteen (14) days pending resolution of the criminal charge.

a. It is the applicant's responsibility to provide any updated information on the outstanding charge(s).

b. At the conclusion of fourteen (14) days the City Clerk shall resume processing of the application.

D. The city clerk will, in consultation with the chief of police and upon receipt of an application, with an appropriate bond attached, approve or reject the application considering:

a. Whether the statements and representations contained in the application are true,

b. Whether the applicant is the holder of an Iowa retailer's sales tax permit, when required/if applicable, and

c. If a foreign corporation, whether the entity has the authority to do business in the state of Iowa.

E. A license is valid only for the period of time and at the location and place described in the application. In the event a qualified applicant intends to conduct business or engage in sales activities from multiple locations, a separate application shall be submitted, and a distinct license shall be obtained and approved for each individual location.

4-5B-5: BOND:

An applicant for a license must file with the City Clerk a surety bond in the amount of five thousand dollars (\$5,000.00) conditioned on the following:

A. That the applicant will fully comply with all ordinances of the City and laws regulating transient merchant sales;

B. The payment by the applicant of all taxes that may be payable by or due from the applicant to the State of Iowa or the City of Dubuque;

C. The payment of any fines that may be assessed by any court against the applicant for violation of the provisions of this chapter;

D. The payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale and arising from such sale; provided, however, that the aggregate liability of the surety for all such taxes, fines, and causes of action must in no event exceed the principal sum of such bond; and

E. Guaranteeing to any resident of the city that all monies paid will be accounted for and applied according to the representation of the licensee. Said bond will continue in force as to such surety for not less than one year from the date of the license. Action on such bond may be brought by any resident of the city. (Ord. 16-13, 3-4-2013)

4-5B-6: FEES:

A transient merchant must pay a license fee established by the city manager. (Ord. 16-13, 3-4-2013)

4-5B-7: DISPLAY OF LICENSE:

A transient merchant must, at all times while doing business in this city, prominently display the license for the period of time and at the location and place described in the application so that it is clearly visible to anyone to whom the person is selling or offering for sale goods, merchandise, products, or services. The licensee must also, at the time of selling or offering for sale goods, merchandise, products, or services, provide each prospective customer with an opportunity to view the license.

4-5B-8: MISREPRESENTATION:

It is unlawful for any transient merchant making sales or engaging in or conducting a business under a transient merchant's license to make any false or misleading statement or representation regarding any article sold or offered for sale by such transient merchant as to condition, quality, original cost, or cost to such transient merchant of any article sold or offered for sale, or to sell or offer for sale goods, wares, products, or merchandise of a value in excess of the value thereof as shown by said application, or to sell or offer for

sale at retail any goods, wares, products, or merchandise or to engage in or conduct an intermittent or temporary business on any day or at any place other than those shown by such license. A transient merchant who violates any provision of this chapter is ineligible for a license for a period of two (2) years from the date of such violation. (Ord. 16-13, 3-4-2013)

4-5B-9: DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

A. The city clerk may, upon good cause, deny issuance or renewal of a license or suspend or revoke any license issued under this article for any of the following:

1. Violation of any federal, state, or local law, including, but not limited to, a violation of this chapter or any other chapter of this code;
2. Misrepresentation of any material fact in the application for a license;
3. Failure to cooperate with law enforcement;
4. The licensee, owner, manager, partner, corporate officer, or director has been convicted of a crime involving robbery, burglary, theft, forgery, fraud, or deceptive practices, the possession, manufacture, or delivery of a controlled substance, possession with intent to manufacture or deliver a controlled substance, possession of drug paraphernalia, or nonpayment of excise taxes for a controlled substance, nonpayment of other taxes, or demonstrated insolvency;
5. Misrepresentation of the source, condition, quality, weight, or measure of the product sold by such transient merchant;
6. If any judgment recovered against such transient merchant with reference to the operation of the business within the city remains unpaid for a period of six (6) months, provided such judgment be not stayed under a supersedeas bond upon appeal from such judgment;
7. The owner has been convicted in the prior seven (7) year period of a felony or of any crime involving injury to another person or damage to the property of another person; or
8. The owner is registered on the national sex offender registry.

B. A plea of guilty, no contest, or a plea agreement resulting in a conviction to a lesser charge may be considered the equivalent of a conviction for purposes of evaluating eligibility for a permit under this section.

C. The city clerk must give written notice of the revocation, suspension, or denial of renewal of any license issued under the provisions of this chapter to the license holder and the surety or sureties furnishing the bond provided for herein.

4-5B-10: APPEAL:

Within ten (10) days after notice of denial, suspension, or revocation of a license, a transient merchant applicant may file with the city clerk a written notice of appeal to the city manager from such denial, suspension, or revocation. The city manager must provide the applicant with notice and an opportunity to be heard on the issue of whether the license was properly denied, suspended, or revoked. (Ord. 16-13, 3-4-2013)

4-5B-11: PERSONAL NATURE; TRANSFERABILITY:

The transient merchant's license granted under this chapter is personal to the owner only and may not be sold, assigned, or otherwise transferred. (Ord. 16-13, 3-4-2013)

4-5B-12: REPORT TO CITY CLERK UPON LOSS REQUIRED:

In the event any license issued under this chapter is lost or mislaid, the licensee must report such fact to the city clerk immediately. A duplicate license will be issued upon payment of the fee as established by the city manager. (Ord. 16-13, 3-4-2013)

4-5B-13: MUSIC:

No loudspeaker or other sound system which may disturb the peace is permitted while soliciting. Music from a vendor unit is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the area where the transient merchant locates.

Section 3. Effective Date. This ordinance shall take effect upon publication.

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

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Fiscal Year 2026 Dollars & Cents Brochure
SUMMARY:	City Manager providing a copy of the FY2026 Dollars and Cents brochure, which will be mailed to all City utility customers with their utility bills from May 14 - June 4.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. FY2026 Dollars and Cents

FISCAL YEAR 2026

July 1, 2025 – June 30, 2026

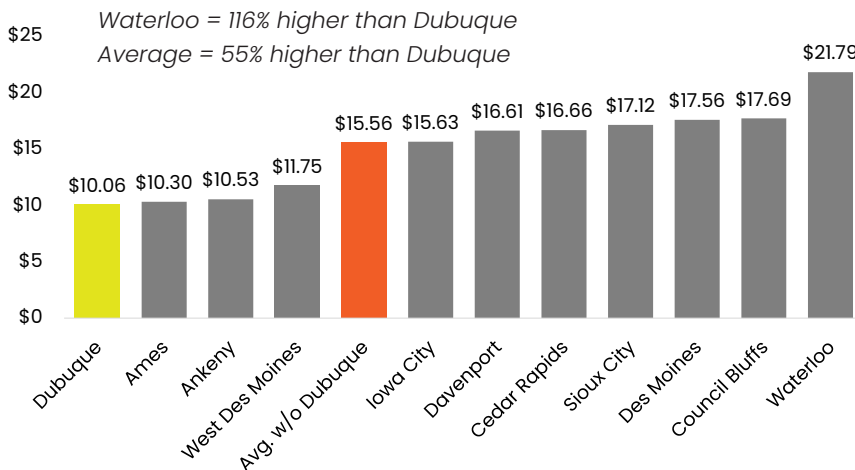
DOLLARS & CENTS

FY26 City Property Tax Rate

- \$10.06372 per thousand dollars assessed value
- Increase of 1.38% from FY2025

Property Type	FY25 City Property Tax Payment	FY26 City Property Tax Payment	Cost Change	Percent Change
Residential: Avg. value = \$196,508	\$855.82	\$889.20	+\$33.38	+3.9%
Commercial: \$150,000 value and below	\$690.02	\$716.00	+\$25.98	+3.8%
Commercial: \$150,001 – \$300,000 value	\$2,030.08	\$2,074.61	+\$44.53	+2.2%
Commercial: \$301,000 – \$450,000 value	\$3,370.14	\$3,433.21	+\$63.07	+1.9%
Commercial: Avg. value = \$540,594	\$4,179.41	\$4,253.75	+\$74.25	+1.8%
Industrial: Avg. value = \$632,952	\$5,004.59	\$5,090.27	+\$85.67	+1.7%

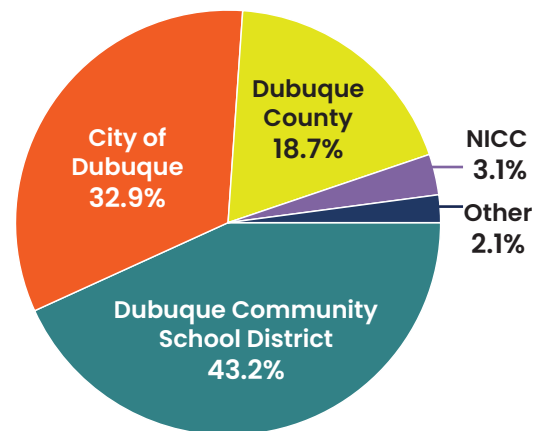
City Property Tax Rate Comparison



Where Property Taxes Go

FY26 Consolidated Rate of \$30.1238*

*Not certified until May/June 2025.



Moody's Maintains Dubuque's Credit Rating

Moody's Investors Service maintained the City of Dubuque's strong bond rating of Aa2, the third highest rating possible, in January 2025 when a series of bonds were issued.

In July 2023, Moody's upgraded the City's issuer rating and outstanding general obligation unlimited tax bonds from Aa3 to Aa2. The improved rating

assists the City in securing the best terms for financial products like loans, which will provide substantial savings for the City and taxpayers.

According to Moody's, "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."

CITY BUDGET

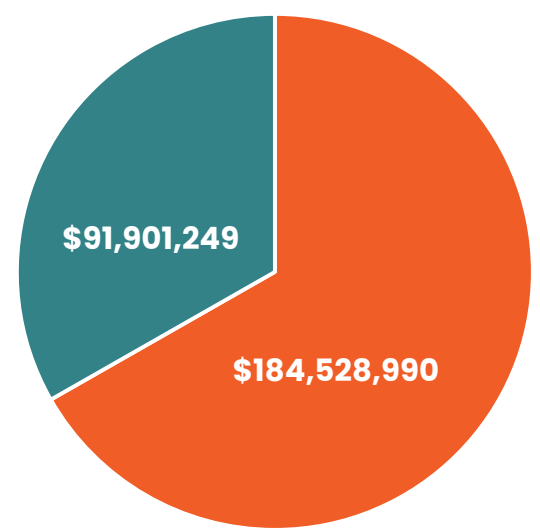
FY26 Total Budget: \$276,430,239

The City of Dubuque’s Fiscal Year (FY) 2026 budget runs from July 1, 2025, through June 30, 2026. The City budget has two primary components: the **operating budget** and the **capital budget**.

- ▶ The **operating budget** includes personnel costs and annual facility operating costs. It is funded primarily through local property and sales taxes.
- ▶ The **capital budget** funds major improvements to City facilities and infrastructure. The capital budget is supported through multiple funding sources, including federal and state grants.

FY26 City Budget

Major Funds	Operating	Capital
General Fund	\$91,336,133	\$320,814
Water Fund	\$12,647,141	\$3,755,780
Sanitary Sewer Fund	\$17,765,445	\$22,026,250
Stormwater Fund	\$6,143,147	\$9,927,585
Solid Waste	\$5,812,550	\$220,000
Parking	\$3,060,958	\$86,282



■ Operating Budget ■ Capital Budget

GENERAL FUND

The general fund is the operating fund for general City departments and their programs/services, such as public safety, culture and recreation, health and social services, and general government.

How General Fund Money Is Spent

Category	Portion of General Fund
Public Safety	42.8%
Culture & Recreation	18.8%
General Government	16.2%
Public Works	9.7%
Community & Economic Development	6.4%
Health & Social Services	1.2%
Capital Projects	0.3%
Debt Service	0.1%
Other	4.5%

General Fund Reserve Projections

The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. The goal is to have at least a 25% reserve.

	City’s Spendable General Fund Cash Reserve Fund Balance	% of Projected Revenue
FY26	\$32,266,193	37.64%
FY27	\$32,266,193	37.64%
FY28	\$32,266,193	37.64%
FY29	\$32,266,193	37.64%
FY30	\$32,266,193	37.64%

WHAT'S INCLUDED

in Your Monthly City Utility Bill

The rates listed below reflect average household utility costs. Keep in mind that smaller households generally use less and therefore pay less for utilities.

	FY26 Rate	Ranking Among Iowa's Largest Cities
 Water	Avg. Household Rate: \$43.74 / month* (\$3.60 increase from FY2025)	4th Lowest Highest, Des Moines, is 5.2% higher than Dubuque, and average is 5.2% lower than Dubuque.
 Sanitary Sewer	Avg. Household Rate: \$59.70 / month*** (\$4.92 increase from FY2025, \$2.46 for low-consumption households)	4th Highest Highest, Des Moines, is 6.7% higher than Dubuque, and average is 18.2% lower than Dubuque.
 Curbside Collection	Basic Rate \$18.11 / month* (\$0.86 increase from FY2025) Curbside collection of recycling is no extra charge.	3rd Lowest Highest, Ames, is 59% higher than Dubuque, and average is 19.1% higher than Dubuque.
 Stormwater	Avg. Household Rate: \$11.03 / month** (\$0.53 increase from FY2025)	2nd Highest Highest, Des Moines, is 74.9% higher than Dubuque, and average is 30.8% lower than Dubuque.

*Average household rate based on 6,000 gallons per month at \$0.00669 per gallon

**Monthly rate for majority of Dubuque households based on usage of one single family unit. Stormwater fees are based on the amount of impervious ground coverage on a property. Fees collected are only used for stormwater management activities such as the construction, maintenance and operation of the public stormwater management system.

***Average household rate based on 6,000 gallons per month at \$0.00913 per gallon. The City's wastewater collection and treatment system operates as a self-supporting enterprise fund which means that it is funded with revenue from user fees, fees from extra services, and grants.

Discounted City Utilities Program

The City offers income-qualified residential customers a reduction in monthly fees for all four City utilities (water, sanitary sewer, curbside collection, and stormwater) of up to 50% of the base rate. Customers must submit an application for consideration. Applications are renewed on an annual basis.



To learn more and apply, visit www.cityofdubuque.org/utilitybilling or call 563-589-4144.





From 2025–2029, the City will invest nearly \$131 million in sanitary sewer infrastructure improvements.

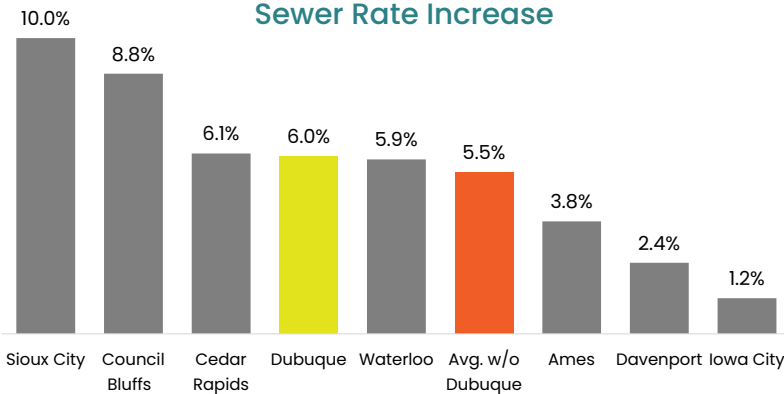
Sewer Rate Increase Comparison

Including the 9% rate increase in FY2026, Dubuque’s average annual rate increase of 6% over the last six years (FY2021–FY2026) is fourth highest among Iowa’s largest cities with wastewater treatment facilities.

The average annual rate increase of the other cities is 5.5%, which is 9% lower than Dubuque.

Lower consumption households pay less: customers are only charged for the water they use and the wastewater they generate.

FY2021–2026 Average Annual Sewer Rate Increase



STATUTORY DEBT

Strategic Use of Debt for Community Investments

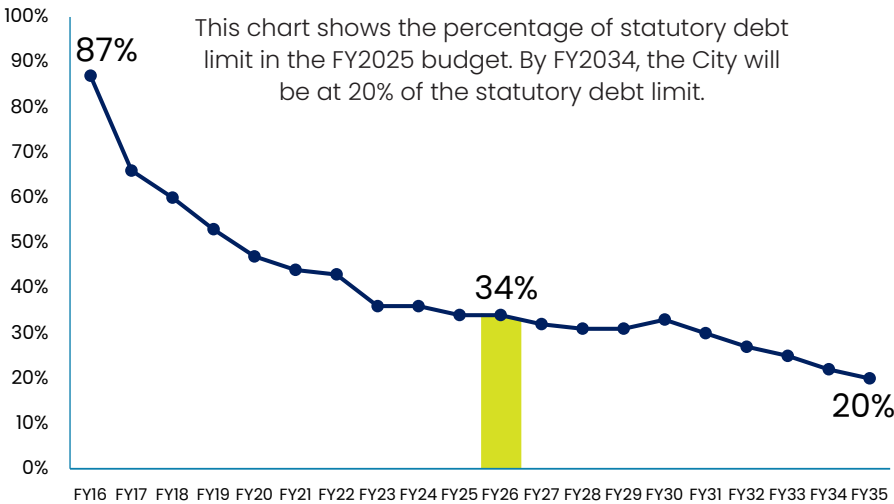
The City of Dubuque’s use of debt can be compared to many average homeowners who borrow to buy their home. The City has borrowed money at low interest rates to invest in infrastructure. Unlike the federal government, the City does not borrow money to cover operating expenses.

Top 10 Debt Uses (as of June 30, 2025)

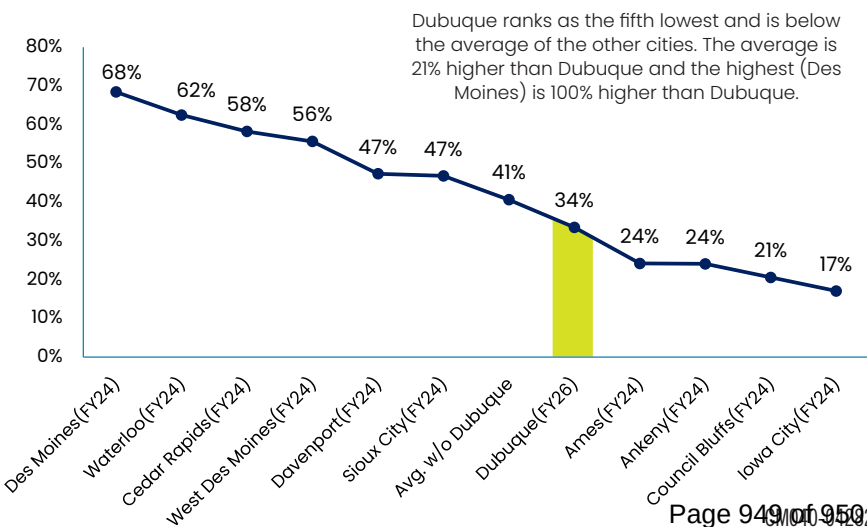
Project Description and Amount Outstanding		
1	Stormwater Improvements	\$57,697,798
2	Sanitary Sewer Improvements	\$54,661,651
3	Water & Resource Recovery Center	\$44,755,000
4	Water Improvements	\$32,754,450
5	TIF Incentives/Improvements	\$30,325,774
6	Parking Improvements	\$18,385,109
7	Industrial Park Expansions	\$9,740,738
8	Public Safety Improvements	\$9,701,906
9	Park & Recreation Improvements	\$5,930,290
10	TIF Rebates/Bonds to Businesses	\$5,561,674
Total		\$269,514,390

* \$180 million has been spent on street improvements from 1997–2024. 45 miles of streets have been resurfaced or reconstructed in the last 5 years.

FY26 Statutory Debt Limit Used



Comparison of Statutory Debt Limit Utilized (FY2024)



**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:	Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None