



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
August 18, 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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ROLL CALL ORDER FOR MEETING

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

WORK SESSION

6:00 PM - Greater Dubuque Development Corporation Quarterly Update

Greater Dubuque Development Corporation staff will present a quarterly update.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of August 4, 2025; Airport Commission of April 22, May 27, and June 24, 2025; Arts and Cultural Affairs Advisory Commission of June 24,

2025; Civil Service Commisison of June 11, 2025; Housing Commission of April 1, 2025; Resilient Community Advisory Commission of June 5, 2025; Zoning Advisory Commission of July 2, 2025; Proof of Publication for City Council Proceedings of July 7, July 14, and July 21, 2025.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Major Joseph Jenkins for property damage; Alan Viertel for property 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: Daniel Healey for vehicle damage; Schumacher Pool and Spa LLC for vehicle damage; Alan Viertel for property 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. Notice of Award & Request to Execute Agreement for 25-26 City of Dubuque AmeriCorps Program: Creating Opportunities

City Manager recommending City Council approval for the City Manager to execute the 25-26 AmeriCorps Grant Agreement for the City of Dubuque AmeriCorps Program: Creating Opportunities grant.

Suggested Disposition: Receive and File; Approve

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

Giese Sheet Metal for the Fire Headquarters HVAC Replacement Project; Jim Giese Commercial Roofing for the Fire Station 6 Roof Replacement Project.

Suggested Disposition: Receive and File; Approve

7. Jefferson Park Retaining Wall Replacement Project Acceptance

City Manager recommending City Council adoption of the attached resolution to accept the Jefferson Park Retaining Wall Replacement Project and authorize the payment of the contract amount of \$234,051.77 to Eastern Iowa Excavating and Concrete, LLC.

RESOLUTION Accepting The Jefferson Park Retaining Wall Replacement Project And Authorizing The Payment Of The Contract Amount To The Contractor

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

8. Zoning Advisory Commission Cross Representation Recommendation

Zoning Advisory Commission requesting City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Commission of Rich Russell with a term expiration date of July 1, 2027 and Pat Norton with a term expiration date of July 1, 2028.

Suggested Disposition: Receive and File; Approve

9. Zoning Board of Adjustment Cross Representation Recommendation

Zoning Board of Adjustment requesting City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Board of Adjustment of Rena Stierman with a term expiration date of March 25, 2027 and Matt Mauss with a term expiration date of March 25, 2028.

Suggested Disposition: Receive and File; Approve

10. Letter of Support for Certifying the Greater Dubuque Housing Trust Fund

A letter of support is provided from Mayor Brad Cavanagh to the Iowa Finance Authority Board of Directors in support of the transition of governance for the Local Housing Trust Fund serving the City of Dubuque from the City to the new nonprofit, Greater Dubuque Housing Trust Fund.

Suggested Disposition: Receive and File; Approve

11. Request for City Council Ratification of the First Amendment to the Dubuque Police Protective Association July 1, 2024 CBA

City Manager recommending City Council ratify the First Amendment to the Dubuque Police Protective Association July 1, 2024 Collective Bargaining Agreement.

Suggested Disposition: Receive and File; Approve

12. Civil Service Commission - Certified List for Police Officer

Civil Service Commission submitting the certified list for the position of Police Officer.

Suggested Disposition: Receive and File; Make Matter of Record

13. 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. Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of

Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive

City Manager recommending City Council set a public hearing for September 2, 2025, for the request by Emily and Scott McGuire for the City to vacate the interest of a portion of a public utility easement across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, to accommodate a proposed residential building addition.

RESOLUTION Intent To Vacate And Dispose Of City Interest In A Portion Of A Public Utility Easement Over And Across Part Of Lot 2, Block 4, Of Indian Hills, In The City Of Dubuque, Iowa

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

2. Rustic Point Park Development Project Initiate Public Improvement Bidding Process and Set Public Hearing

City Manager recommending City Council preliminarily approve the construction plans and specifications, estimated construction cost of \$258,278.50, adopt the resolution, initiate the bidding process, set the public hearing for September 2, 2025, and advertise bids for the Rustic Point Park Development Project.

RESOLUTION Rustic Point Park Development 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 September 2, 2025

BOARDS/COMMISSIONS

1. Mayoral Selection of Appointments to the Civil Service Commission

Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting.

Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25)

Applicants:

Julie Bockenstedt, 2475 Cherry St.

Otto Krueger, 2521 Wheatland Dr.

Barbara Liskey, 2763 Lamotte Dr.

Randall Ludwitz, 867 Barbaralee Dr.

Brian Neises, 1841 Phyllrich Dr.

Darcy VanOstrand, 1222 Lincoln Ave.

2. Boards and Commission Appointments

Appointments to the following commissions to be made at this meeting.

Building Code Advisory and Appeal Board

One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley)

Applicant:

Nathan Wardle, 2725 Pleasant View Dr.

Housing Commission

Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld)

Applicants:

Rick Baumhover, 601 Garfield Ave.

Rick Merfeld, 2718 Andrew Ct.

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 Property on West 32nd Street

Proof of publication on notice of public hearing to consider a request from Sherry Ehrlich to zone property on West 32nd St., (PIN 1016227007), from R-1 Single-Family Residential to OR Office Residential zoning district, and Zoning Advisory Commission recommending denial of the request.

ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 3185 West 32nd Street (PIN 1016227007) From R-1 Single-Family Residential District To OR Office Residential District.

Suggested Disposition: Receive and File; Concur with Denial OR Motion B, Motion A with a Super Majority

2. Water System Improvements 2024 North English Road Water Main Extension Project - Public Hearing

Proof of publication on notice of public hearing to consider City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost of \$1,620,000.00 for the Water System Improvements 2024 North English Road Water Main Extension project, and City Manager recommending approval.

RESOLUTION Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project

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

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the

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

ACTION ITEMS

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

1. Travel as Professional Development: Lessons from Bakersville, NC and Brunei

Assistant City Manager Cori Burbach and Climate Action Coordinator Michelle Kim will present on their respective professional development travels to Bakersville, NC and Brunei.

Suggested Disposition: Receive and File; Presentation

2. Award Public Improvement Contract Auburn-Custer Utility and Roadway Reconstruction Project

City Manager recommending City Council award the public improvement contract for the Auburn-Custer Utility and Roadway Reconstruction Project to Eastern Iowa Excavating & Concrete, LLC in the amount of \$1,276,680.60.

RESOLUTION Awarding Public Improvement Contract For The Auburn-Custer Utility And Roadway Reconstruction Project

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

3. North Schmitt Island Collection System Project - Contract #1: Award Public Improvement Contract

City Manager recommending City Council award the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project to Tschiggfrie Excavating of Dubuque, Iowa in the amount of \$248,560.00.

RESOLUTION Awarding Public Improvement Contract For The North Schmitt Island Collection System Project – Contract #1 Project

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

4. Approval of Linwood Cemetery Agreement

City Manager recommending City Council approval of the Linwood Cemetery Agreement.

RESOLUTION Approving An Agreement By And Between The City Of Dubuque, Iowa, And Linwood Cemetery Association

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

5. Parks and Recreation Advisory Commission Recommendation for Naming South Pointe Subdivision Park

Park and Recreation Advisory Commission recommending the name South Pointe

Park for the park in the South Pointe subdivision.

Suggested Disposition: Receive and File; Approve

6. Letters of Support for Application to IEDA for Redevelopment Tax Credits

City Manager recommending City Council approve the submission of the attached letters supporting the applications for Iowa Redevelopment Tax Credits for Wilson House (1243 Locust Street) and IOCO Building (100 E. 1st Street), confirming the City's recognition that the properties are eligible for the tax credit based on the state's definition of a brownfield.

Suggested Disposition: Receive and File; Approve

7. Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the Rehabilitation of 1701 Central Avenue

City Manager recommending City Council approval of a resolution authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority (IEDA) for the rehabilitation of 1701 Central Avenue.

RESOLUTION Authorizing Contract 25-CTBF-06 By And Between The City Of Dubuque, Iowa, And The Iowa Economic Development Authority For A Community Catalyst Building Remediation Grant For The Rehabilitation Of 1701 Central Avenue In The City Of Dubuque, Iowa

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

8. Dubuque Selected to Join Economic Mobility and Opportunity Special Assistant Program

City Manager recommending City Council approval to participate in the International City/County Management Association (ICMA) Economic Mobility and Opportunity Special Assistant Program.

Suggested Disposition: Receive and File; Approve

9. Civil Service List and Procedure Change for Police and Fire

City Manager recommending City Council adopt the change to forego the Civil Service Approval process under Iowa Code §400.12A and authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval.

Suggested Disposition: Receive and File; Approve

10. Proceedings to Complete Action for the Issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I

City Manager recommending City Council approval of the suggested proceedings to complete action required for the \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I prepared by Bond Counsel and to present a

resolution for City Council to adopt entitled “Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions.”

RESOLUTION Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions

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

11. Iowa Department of Natural Resources Proposed Administrative Consent Order

City Manager recommending City Council approve the proposed Administrative Consent Order received from the Iowa Department of Natural Resources (IDNR) that pertains to effluent permit violations between January 1, 2020, and December 31, 2024 at the Water & Resource Recovery Center (WRRRC).

Suggested Disposition: Receive and File; Approve

12. Old Mill Road Lift Station Project Update Video

A brief video produced by the Communications Office following a recent City Council work session and major concrete pour at the Old Mill Road Sanitary Sewer Lift Station Project will shown. It can also be viewed on the City of Dubuque YouTube channel at <https://youtu.be/p0BzFZZELQU>

Suggested Disposition: Receive and File; Video

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 PM - Greater Dubuque Development Corporation
Quarterly Update

SUMMARY: Greater Dubuque Development Corporation staff will present
a quarterly update.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Presentation
2. Opportunity Dubuque FY 25 Year End Report
3. 2024-2025 annual report



Greater Dubuque
DEVELOPMENT CORP.

City of Dubuque Work Session

August 18, 2025 at 5:15 p.m.

YOU can be great here.





2024–2025 Annual Meeting



DRIVEN BY PURPOSE
Powered by Partnerships

Our Roadmap to 2030

Our Region

We are dedicated to serving Dubuque County and committed to assisting our partners in Clayton, Delaware, Jones, Jackson, Jo Daviess, and Grant Counties to elevate the economic and community development of our region.

Our Mission

We serve as the premier economic development organization in the region. We drive economic prosperity by attracting, retaining, and growing businesses, serving as a convener and catalyst of strategic collaboration and population growth.

Our Vision

We will strive to make 2025 to 2030 an unprecedented period of economic acceleration and transformation for the region. Businesses will thrive, innovation will be cultivated, communities will partner and prosper, and people will be drawn and held by the promise of opportunity and quality of life.

In January 2025, the Greater Dubuque Development's Board of Directors and staff convened to assess the organization's progress, evaluate emerging challenges, and define strategic priorities for the next five years. The result is a focused and forward-thinking 2025–2030 Strategic Plan that reinforces our commitment to economic growth and community prosperity through four key priorities:

Business Support & Attraction > Strengthening Greater Dubuque's role in supporting existing employers, attracting new businesses, and encouraging innovation across the region.

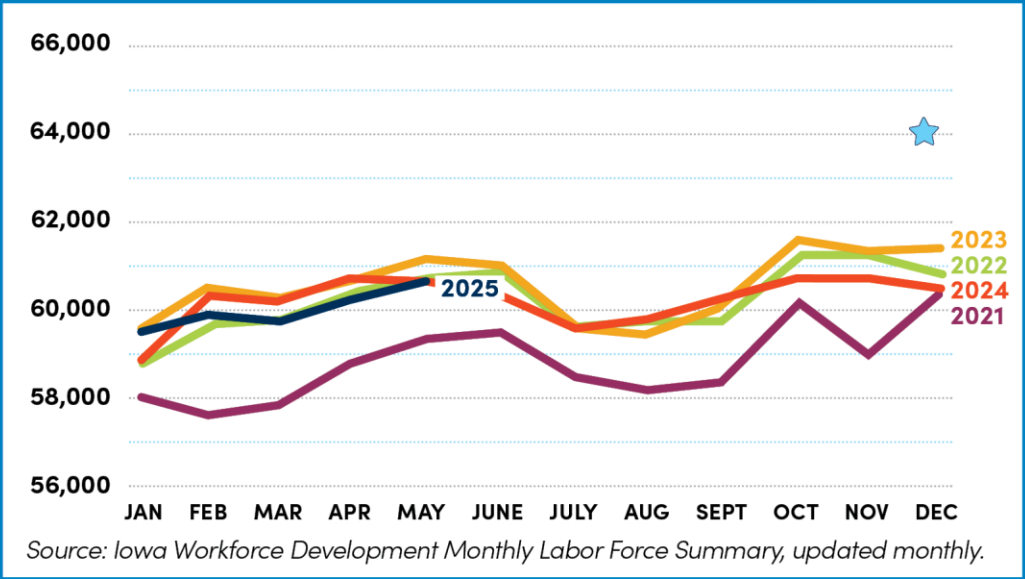
Population Growth > Growing the regional population by enhancing quality of life, investing in community amenities, and promoting the Greater Dubuque region as a place where people want to live and work.

Regional Collaboration > Aligning with public, private, and nonprofit partners to maximize resources, share best practices, and create solutions to common economic challenges.

Organizational Excellence > Maintaining Greater Dubuque's effectiveness as a high-performing economic development organization through strategic leadership, fiscal stewardship, and ongoing evaluation.

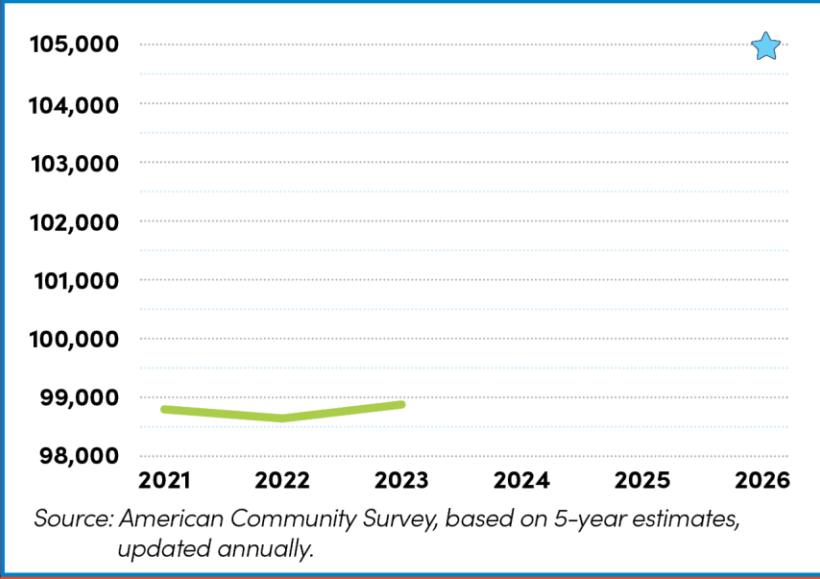
Throughout the plan, we clarify our role as a leader, convener, or supporter to advance these priorities—recognizing that sustained regional progress requires a blend of direct action, cross-sector coordination, and strong partnerships.

YOU can be great here *Goals & Results*



Grow Labor Force to **64,000 Jobs***

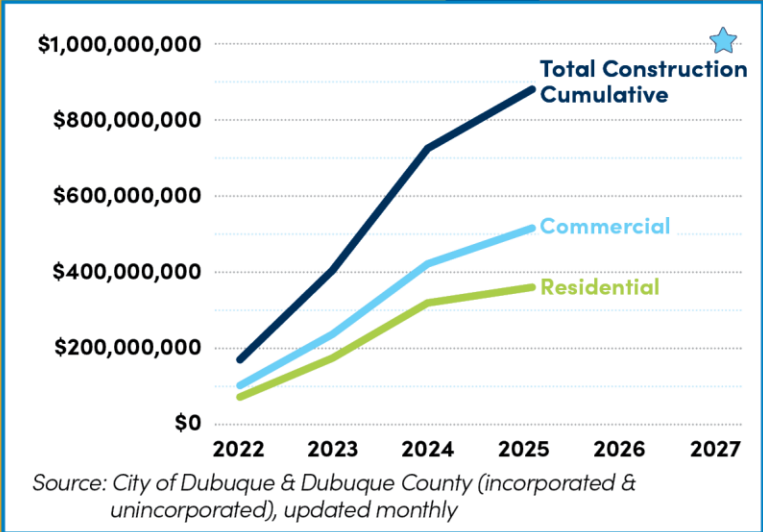
★ **GOAL:** Grow the workforce of the Dubuque Metropolitan Statistical Area (MSA) to over 64,000 jobs by 2027.



Increase Population to **105,000**

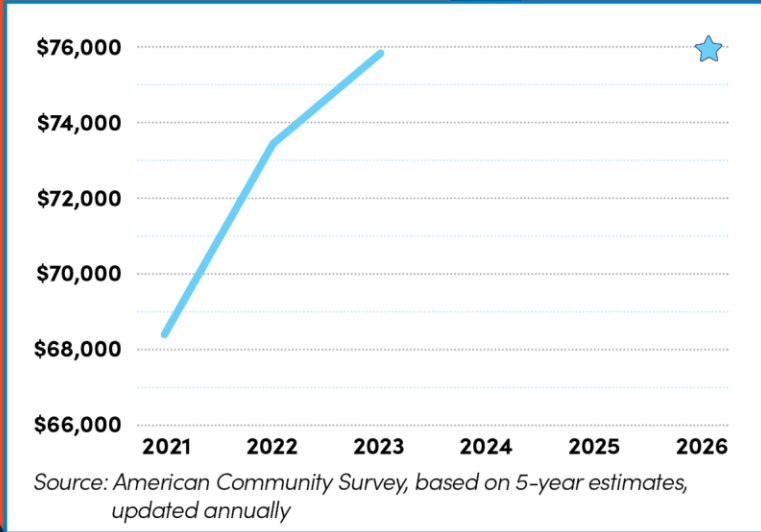
★ **GOAL:** By 2027, the population of the Dubuque MSA will reach 105,000.

YOU can be great here *Goals & Results*



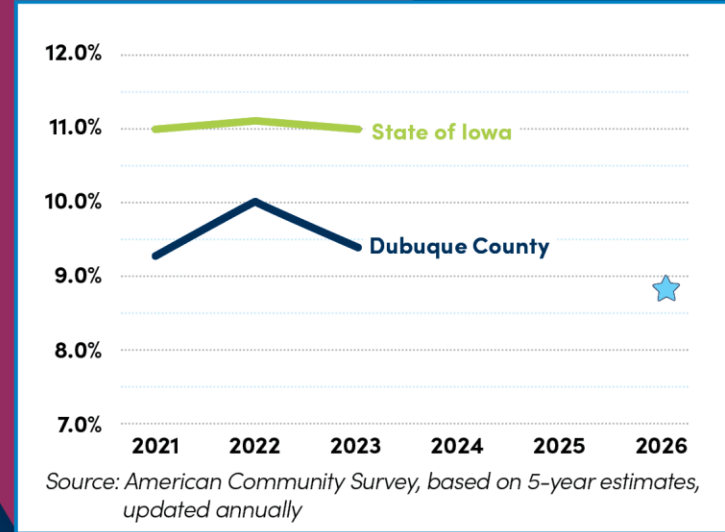
Ignite \$1 billion in Construction Investment

★ **GOAL:** Encourage and facilitate \$1 billion of cumulative new residential and commercial construction across the Dubuque MSA by 2027.



Raise Median Household Income to \$76,000

★ **GOAL:** Increase the median household income for those living in the Dubuque MSA to \$76,000 by 2027.



Decrease Poverty Rate by 5%

★ **GOAL:** By 2027, reduce the percentage of individuals living below the Dubuque County Supplemental Poverty Measurement in the Dubuque MSA by five percent to 8.8%.

Strategic Initiatives

Building Bright Futures Through Child Care

In partnership with Dubuque Initiatives and the Community Foundation of Greater Dubuque, Greater Dubuque Development is addressing the child care crisis head-on. In the past year alone, we have invested over \$1 million in direct support to child care providers throughout Dubuque County, including \$829,810 paid out in 2024 and new grants awarded in 2025 to create, recruit, and retain child care professionals. Additional state funding of \$845,200 helped launch Phase II of the Bright Minds Campus, adding 100 new child care slots for area families. We also advocated for major state investments in county-wide capacity: a \$675,000 award for Phase II of the Dyersville Area Childcare Center expansion and a \$395,326 Phase I award for the St. Mark Early Childhood Center, both of which will help serve more working families across Dubuque County.

This year also marked the transition of the Business Champions for Child Care initiative to the Community Foundation of Greater Dubuque, ensuring this vital program continues to grow and sustain the workforce needed for quality child care. These collaborative efforts are helping to expand child care capacity and ensure that families throughout the region have access to the care they need to thrive.



Recognizing the Business Champions for Child Care

John Deere Foundation

Alliant Energy

City of Dubuque

Dubuque Bank & Trust, a division of
UMB Bank, n.a.

Diamond Jo Casino

Dupaco Community Credit Union

HODGE

Medline Industries, Inc.

Progressive Processing/Hormel Foods

Q Casino + Resort

Rite-Hite

Theisen Supply, Inc.

UnityPoint Health-Finley Hospital

Woodward Communications, Inc.

Anonymous Corporate Donor

Beyond the employers supporting the Business Champions for Child Care fund, private businesses and communities across Dubuque County are stepping up to expand child care capacity through their own innovative solutions. Greater Dubuque Development applauds **Cottingham & Butler, MercyOne, Northeast Iowa Community College**, and the **University of Dubuque** for investing in on-site facilities and programs that support working families. We also recognize the **Dyersville Economic Development Corporation, Dyersville Area Community Foundation**, and the many local donors and partners who have made the Michael and Jean Knepper Child Care Center a reality — a shining example of how communities can come together to put children and families first.

Strategic Initiatives



Driving Housing Solutions

Greater Dubuque Development plays a vital role in strengthening the region's housing supply by serving as a trusted partner and connector for developers. While we do not provide direct incentives, our team works closely with developers and local government to help identify sites, navigate site planning, connect to resources, and address concerns with utilities and city services. Through letters of support, strategic connections, and ongoing collaboration, we help move housing projects from concept to groundbreaking — ensuring our growing workforce and community have more quality housing options.

Strategic Initiatives

Accelerating Broadband Access

Greater Dubuque Development has been a catalyst in expanding high-speed internet access across the region. Working with the **City of Dubuque, ImOn Communications, MVLink**, and other partners, we have streamlined planning and permitting, addressed barriers, and connected developers with solutions. This collaborative model maximizes private investment and minimizes public costs — unlocking over \$50 million in private funding to deliver near-universal broadband connectivity for all businesses and residences in Dubuque in 2025. Today, broadband ranks among the top-rated utilities supporting our region's growth.



Business Services



**Dubuque Industrial Center West
New Build & Expansion**
28,000 square feet
15 new jobs

Impacts of FY24-25 Business Expansions Assisted by Greater Dubuque Development

7 New
Expansions

325,800

Total Square Feet Added

\$33,539,525

Total Investment

30 Jobs
Created

Business Services



FEH DESIGN

**Downtown Dubuque
Rehabilitation & Relocation**
5,000 square feet
10 new jobs

Business Services



Vanguard
Inc.

capable • accurate • committed

Dubuque Industrial Center West
New Build & Expansion
30,000 square feet
10 new jobs



Business Services that Drive Growth and Guide Regional Solutions

Our Business Services team conducted **255 InfoAction interviews** with unique employers across the region in 2024–2025, helping them navigate challenges and prepare for future growth. We also hosted Business Services Breakfasts on topics like **succession planning** and **global market connections**, providing insights and resources that empower local leaders to adapt, innovate, and thrive in a changing economy. What we learn through these one-on-one conversations helps shape broader solutions — informing workforce programs, guiding infrastructure improvements, and supporting policy decisions that benefit the entire region.



**Dubuque, South End
New Build & Relocation**
6,300 square feet
3 new jobs



Pathways to Opportunity

In partnership with Northeast Iowa Community College, Opportunity Dubuque provides tuition-free training for high-demand careers, helping residents gain new skills and employers hire qualified talent. In 2024–2025, **over 245 individuals** completed certificates and moved into better-paying jobs — contributing to more than **3,588 total program completions** since its inception. By partnering with local businesses to align training with workforce needs, Opportunity Dubuque connects graduates to fulfilling careers — strengthening families and fueling economic momentum throughout the Greater Dubuque region.

Rapid Response Support

In addition to our regularly scheduled career fairs, we held an **AccessDubuqueJobs.com** Hiring Fair in September 2024 dedicated to support workers impacted by area layoffs and WARN notices. The event connected **220 job seekers** with **50 employers and resource partners**, helping affected individuals find new opportunities and bolstering our region's workforce resilience and recovery. Held in partnership with IowaWorks, the event exemplified the power of collaboration during times of workforce transition.



AccessDubuqueJobs.com is made possible through a partnership between TH Media and Greater Dubuque Development Corporation, supported by the investments of our Workforce Solutions Investors. These investors help power our full suite of workforce initiatives — including career fairs, newcomer services, and college student engagement efforts across the region.



College Connections

Our **YOU can be great here** Community of Colleges series engaged **over 1,140 students** from area campuses in 2024–2025. By offering meaningful experiences and connections that showcase life in the Greater Dubuque region, the series helps students build ties that inspire them to stay and thrive here after graduation. In addition, our Talent Dubuque summer series has connected **784 interns** to the broader community since 2019, supporting **32 unique employers** in 2025 in their efforts to retain young talent. Through curated events focused on leadership, networking, and quality of life, we continue to reinforce the value of choosing Greater Dubuque as a place to build a future.

Celebrating Our 60th Class of Welcoming Newcomers to the Greater Dubuque Region

This year, we proudly celebrated our 60th session of Distinctively Dubuque, a signature newcomer program delivered in partnership with Northeast Iowa Community College. Since 2010, this free, interactive experience has welcomed **over 1,400 new residents**, helping them build connections, discover community assets, and feel at home in the Greater Dubuque region. New this year, a Distinctively Dubuque alumni meetup — coordinated with a local nonprofit fundraising event — brought together past participants and program facilitators to reconnect and strengthen community ties. Thanks to continued support from the City of Dubuque, Dubuque County, and the DRA, Distinctively Dubuque remains a cornerstone of our efforts to show newcomers that **YOU can be great here.**



Awards & Accolades

2024 Excellence in Economic Development Award



EXCELLENCE IN ECONOMIC
DEVELOPMENT AWARDS

Greater Dubuque Development Corporation was honored with a 2024 Excellence in Economic Development Award from the International Economic Development Council (IEDC) in the Public-Private Partnership category. This international recognition celebrates the success of our Dubuque County Child Care Solutions initiative — a collaboration with Dubuque Initiatives that unites private businesses, public funding, child care providers, and nonprofit partners to tackle our region's child care needs from every angle. This award reinforces our commitment to innovative partnerships that drive real impact in the Greater Dubuque region and delivers on the promise that **YOU can be great here.**

Top 20 of the Best Cities for New College Graduates



Dubuque was named one of the Best Cities for New College Grads in 2025 by human resources software company Checkr — ranking #16 out of 100 cities nationwide and #10 among small cities (under 200,000 residents). Dubuque was also one of just two Iowa cities to make the small cities top ten, highlighting our region's affordable living, career opportunities, and vibrant lifestyle as a standout choice for graduates launching their careers.

National Spotlight with the Wall Street Journal



The Wall Street Journal's 2025 Summer Travel Guide cast a national spotlight on Dubuque as "the place to be this summer," celebrating our riverfront, the city's unique blend of historic charm, stunning natural beauty, and vibrant cultural energy. The feature highlights Dubuque's authentic local flavor, creative spirit, and the exciting revitalization that continues to shape our community into a must-visit destination.

Greater Dubuque Development Investors



Private Sector

Addoco, Inc.
Advance Precast Company
Alliant Energy
American Realty of Dubuque
Andersen Windows & Doors
AssuredPartners Great Plains dba The Friedman Group
BARD Materials
Behnke Enterprises Inc.
Betty Jane Candies
Black Hills Energy
Bodine Electric Company
BTS Inc.
Buesing & Associates, Inc.
Callahan Construction, Inc.
Capra Bank
Cascade Manufacturing Co.
Clarke University
Conlon Construction Co.
Cottingham & Butler
Crescent Electric Supply Company
Diamond Jo Casino
DRA/Q Casino + Resort
Dubuque Area Chamber of Commerce
Dubuque Bank & Trust, a division of UMB Bank, n.a.
Dubuque Homebuilders & Associates
Dubuque Hose & Hydraulic
Dubuque Initiatives
Dubuque Screw Products, Inc.
Dubuque Stamping & Mfg., Inc.

Dupaco Community Credit Union
Dyersville Economic Development Corporation
Eagle Point Solar
East Central Iowa Association of REALTORS
Edwards Cast Stone
Eide Bailly LLP
Empower
Engineering Services & Products Company
Equity Real Estate Group LLC
Eyedeal Optical
FEH Design
Fidelity Bank & Trust
Flexsteel Industries, Inc.
Giese Companies
Green Industrial Supply, Inc.
GreenState Credit Union
GRONEN
Happee Smith Productions
Hartig Drug
HODGE
Honkamp, P.C.
HTLF, a division of UMB Bank, n.a.
IBEW Local #704
ImOn Communications
Infrastructure Technology Solutions (ITS)
Inventory Trading Co.
ITC Midwest, LLC
John Deere Dubuque Works
Kane, Norby & Reddick, P.C.
Kendall Hunt/Westmark Enterprises/Great River Learning

Kennedy Mall
Kintzinger, Harmon, Konrardy PLC
Klauer Manufacturing Company
Kloeckner Metals Corporation
Kunkel & Associates, Inc.
Lamar Advertising of Dubuque
Lime Rock Springs Co.
Loras College
M&M Sales Enterprises, Inc.
Maquoketa Valley Rural Electric
McCullough Creative
McDermott Excavating
McGraw-Hill Education
Medical Associates Clinic, P.C.
MedOne
MercyOne Dubuque Medical Center
Michelin
MidWestOne Bank
Mulgrew Oil & Propane
NetSmart Inc.
Northeast Iowa Community College
O'Connor & Thomas, P.C.
Origin Design
Paulson Electric
Platinum Supplemental Insurance
Portzen Construction, Inc.
Premier Bank
Premier Property Management Group LLC
ProPulse, a Schieffer Company
Red Tree Realty of Keller Williams Midwest Partners
Richardson Motors

River City Paving
Rousselot, Inc.
Simmons Food, Inc.
Spahn & Rose Lumber Company
SpecCast
Terracon Consultants, Inc.
The Adams Company
The McCoy Group, Inc.
The Metrix Company
Theisen Supply, Inc.
TRICOR Insurance
TriState Quality Metals
Tucker Freight Lines
Unison Solutions, Inc.
Union-Hoermann Press
United Brotherhood of Carpenters & Joiners Local 678
UnityPoint Health - Finley Hospital
Universal Tank & Fabrication
University of Dubuque
U.S. Bank
Vanguard, Inc.
WHKS & Co.
Woodward Communications, Inc.

Public Sector

City of Asbury
City of Dubuque
City of Dyersville
City of East Dubuque
City of Peosta
Dubuque County

Workforce Solutions Investors



1800Tshirts
AARP Foundation
ACC Premiere
Access Systems
Advance Pump & Equipment Inc.
Advanced Directional Drilling
Alliant Energy
Amcor
Andersen Window & Doors
Aquino Little Angels
Area Residential Care
AssuredPartners Great Plains dba The Friedman Group
BAC CPA
BARD Materials
Bethany Home
Bimbo Bakeries USA
Black Hills Energy
Blackrock Fabrication
Bluff Strokes Art Center
Bodensteiner Implements Company
Bodine Electric Company
Carlisle Ryan Digital Print & Services
Cascade Manufacturing Co.
Catfish Charlies & American Lady
City of Dubuque
City of Dyersville
Clarke University
Colony Brands
Community Foundation of Greater Dubuque
Conlon Construction Co.
Cottingham & Butler
Crescent Community Health Center
Crescent Electric Supply Company
CROWN Cork & Seal
Cummer Masonry Inc.
Days Inn by Wyndham

Decker Precision Machining
Design Build Structures
Diamond Jo Casino/Boyd Gaming
DigiFarm VBN
Double L Group, LLC
Dubuque Arboretum & Botanical Gardens
Dubuque Community School District
Dubuque Community Y
Dubuque County
Dubuque County Fairgrounds & Event Center
Dubuque Fire Equipment Inc.
Dubuque Montessori Schools
Dubuque Museum of Art
Dubuque Regional Humane Society
Dubuque Screw Products
Dupaco Community Credit Union
DuTrac Community Credit Union
Eagle Point Software
Eagle Point Solar
East Central Intergovernmental Assoc.
East Dubuque Nitrogen Fertilizers, LLC
Edwards Cast Stone
Eide Bailly LLP
EIMCo Inc.
Emmaus University
Engineering Services & Products Company (FarmTek)
Express Employment Professionals
EXIT Realty Unlimited
Fastenal Company
FedEx Ground
FEH Design
FGH Delivery
Fidelity Bank & Trust
Flexsteel Industries, Inc
Frog Hollow Kids Campus
Grainwell Puffed Grains

Grand View Methodist Church
Grant Regional Health Center
Greater Dubuque Development Corporation
Green Industrial Supply, Inc
GreenState Credit Union
Habitat for Humanity Dubuque and Jackson Counties
Harris Golf Cars
Hawkeye Area Community Action Program
Hawkeye Care Center of Dubuque
Hillcrest Family Services Child Care
Hills & Dales
Hirschbach
HODGE
Holy Family Catholic Schools
Holy Trinity Lutheran Church/Noah's Ark Child Development Center
Home + Floor Show
Honkamp, P.C.
IBEW Local Union #704
IBI Scientific
ImOn Communications
Innovative Ag Services
John Deere Dubuque Works
Kendall Hunt/Westmark Enterprises/Great River Learning
Key West Early Childhood Center
Klauer Manufacturing Company
Kunkel & Associates, Inc.
Little Rascals Preschool & Daycare
Little Treasures Daycare & Preschool
Loras College
M&M Sales
Managed Solutions Group
McCullough Creative
McGraw-Hill Companies
Medical Associates Clinic, P.C.
Medline Industries, Inc.

MedOne Pharmacy Benefit Solutions
MercyOne Dubuque Medical Center
Mi-T-M Corporation
Michelin
Midwest Janitorial Services
Modernfold, Inc.
Molo Companies
Monastery Candy, Inc.
Morrison Bros. Co.
Mount Carmel Bluffs
Mulgrew Oil & Propane
National Mississippi River Museum & Aquarium
Nordstrom
Northeast Iowa Community College
Northwestern Mutual
Oak View Group/Grand River Center
O'Connor, Brooks, & Co., P.C.
O'Connor & Thomas, P.C.
Operation Empower
Origin Design
PBS Systems
Platinum Supplemental Insurance
Portzen Construction, Inc.
Prairie Farms Dairy, Inc.
Premier Bank
Premier Tooling & Manufacturing, LLC
Premium Plant Services
Progressive Processing/Hormel Foods
Q Casino + Resort
Rainbo Oil Company
Revolution Lightboards
RIE Coatings
Rite-Hite Corp.
River City Logistics
Rousselot, Inc.
RT&T Enterprises Inc.
Sedgwick, CMS

Sedona Staffing Services
Simmons Pet Food
Sisters of Charity, BVM
Sisters of the Presentation of the BVM
Smart Retract, Inc.
Southwest Health Center
Southwest Wisconsin Technical College
Spahn & Rose Lumber Company
Steeple Square
Stonehill Communities
Stu's Home Improvement Outlet
Suttner America Company
Tama USA
TH Media
The Adams Company
The Fountain of Youth
The Kid Project
The McCoy Group, Inc.
The Metrix Company
Theisen Supply, Inc.
Travel Dubuque
TRICOR Insurance
Tucker Freight
Uelner Precision Tools & Dies, Inc.
Unified Therapy Services
UnityPoint Health - Finley Hospital
Universal Tank & Fabrication
University of Dubuque
University of Wisconsin - Platteville
Vanguard, Inc.
Veenstra & Kimm, Inc.
Wartburg Theological Seminary
Webber Metal Products, Inc.
Welu, Inc.
Woodward Communications, Inc.
Young-Uns Preschool & Childcare Center
Zero Zone, Inc.

Special Thank YOU

As part of this year's **Driven by Purpose, Powered by Partnerships** theme, we asked key partners to share how collaboration drives the community's success. Thank you to the organizations and individuals who lent their voices to our annual meeting partnership video — your insights highlight what we can accomplish together.

Nicole Breitbach > Area Manager-Local Government & Community Affairs, ITC | **Kathy Buhr** > Vice President of HR & Continuous Improvement, Q Casino + Resort / DRA | **Mayor Brad Cavanagh** > City of Dubuque | **Kristin Dietzel** > Board Member, Dubuque Initiatives | **Molly Grover** > President & CEO, Dubuque Area Chamber of Commerce | **Mae Hingtgen** > Executive Director, East Central Intergovernmental Association | **Amy Lasack** > Vice President-Business and Community Solutions, Northeast Iowa Community College | **Harley Pothoff** > Supervisor, Dubuque County Board of Supervisors | **Jacque Rahe** > Executive Director, Dyersville Economic Development Corporation | **Tom Woodward** > President & CEO, Woodward Communications, Inc. | **Nancy Van Milligen** > President & CEO, Community Foundation of Greater Dubuque

Collaboration is at the heart of everything we do. Throughout this annual report, we've recognized many of the organizations, businesses, and community groups who partner with us to drive progress across the region. These partners in progress represent a diverse and committed network that spans sectors, communities, and industries — **all united by a shared purpose: making the Greater Dubuque region a vibrant community of choice.**

It is often said that partnership is the secret sauce behind how things get done here — and we could not agree more. From major initiatives to everyday problem-solving, the success stories in this report are a direct result of collaboration and shared commitment.

Maintaining and growing this network of partners is how we will continue to deliver on the promise that **YOU can be great here** — for every business, every community, and every individual in the Greater Dubuque region. If you are not yet connected with us, we invite you to reach out. Whether you are a new business, a community organization, or someone with a big idea, there is a role for **YOU** in shaping what is next.



With the close of our 40th anniversary year, we retire our commemorative mark but carry its legacy forward. For 40 years, Greater Dubuque Development Corporation has been the catalyst for growth, collaboration, and community success – and now, we call on partners old and new to help us write the next chapter. Together, we will drive bold ideas, foster resilience, and build a Greater Dubuque region for generations to come.





YOU can be great here.

Driven by Purpose *Powered by Partnerships*

As part of this year's **Driven by Purpose**, *Powered by Partnerships* theme, we asked key partners to share how collaboration drives the community's success. Thank you to the organizations and individuals who lent their voices to this annual meeting partnership video — your insights highlight what we can accomplish together.



YOU can be great here.

Workforce Landscape

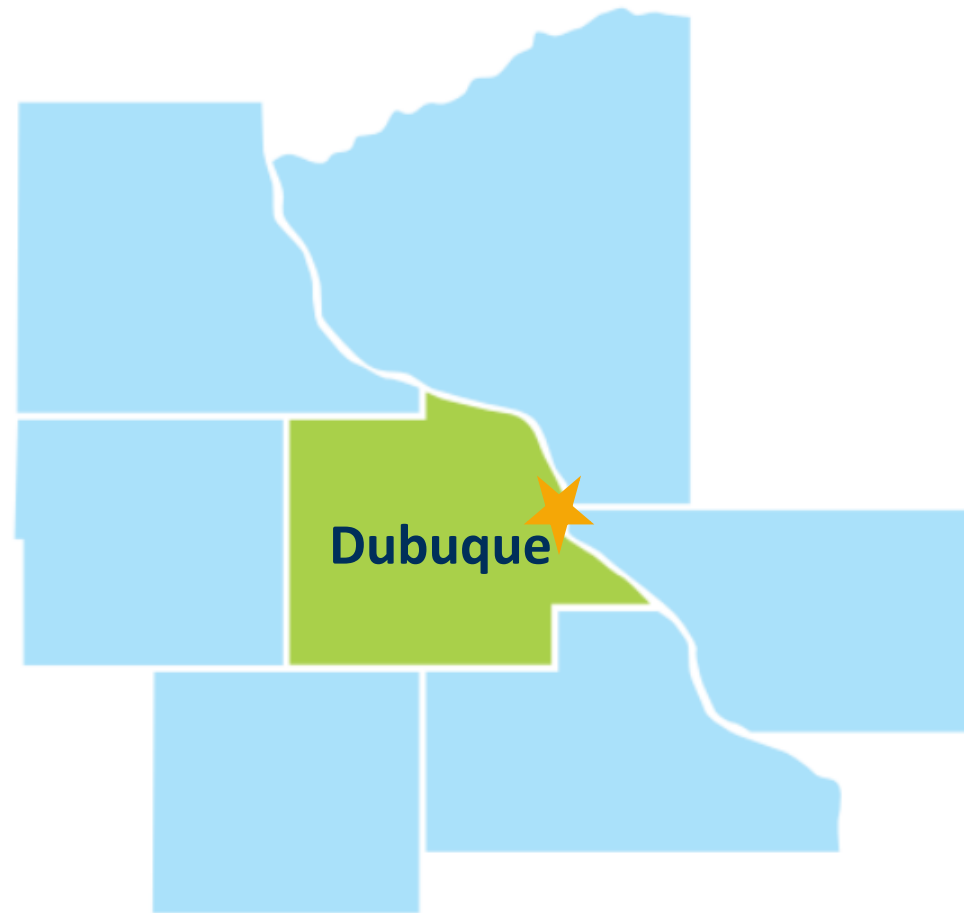
Nic Hockenberry

Director of Workforce Programming

YOU can be great here.

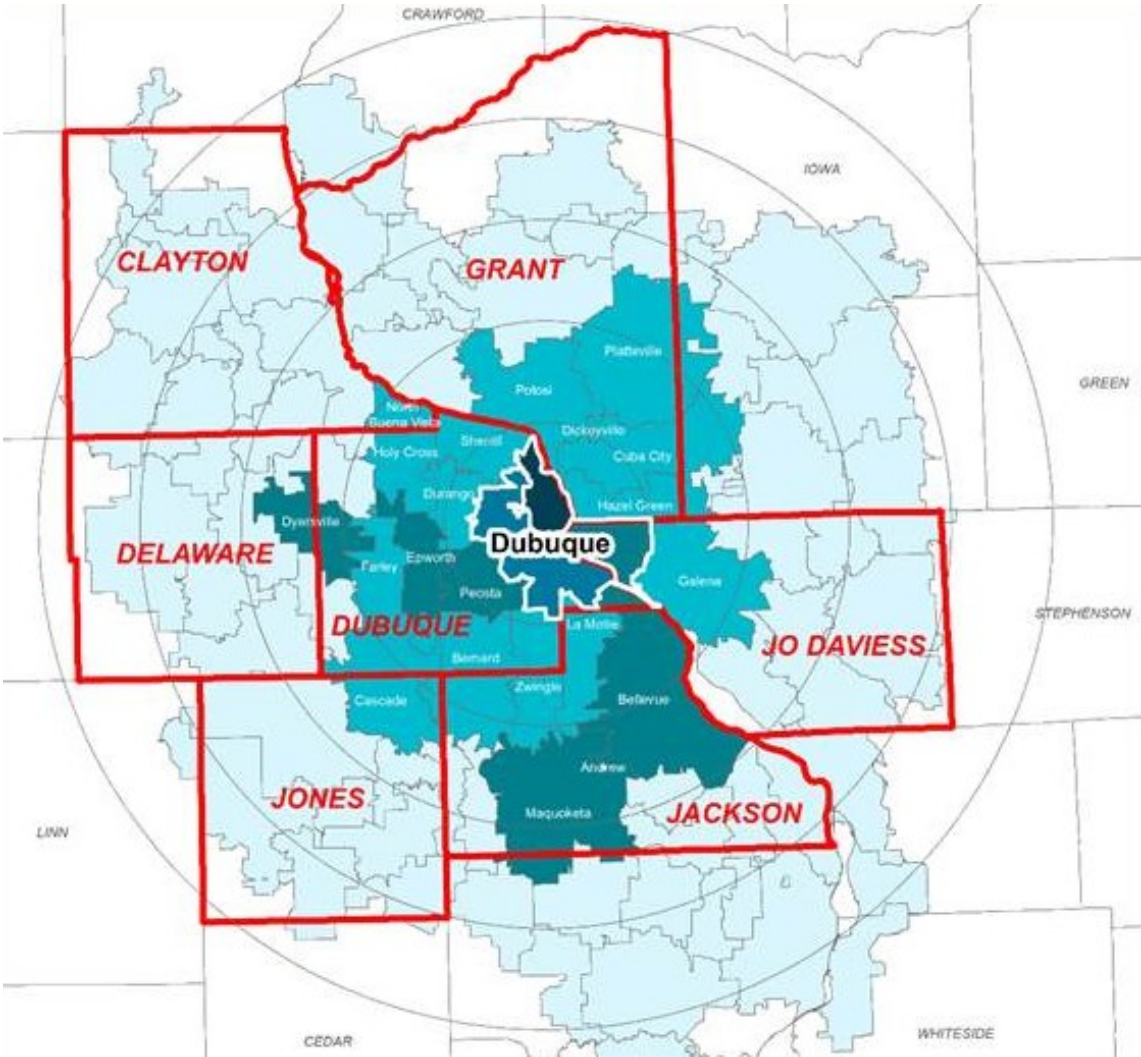


Workforce Landscape



YOU can be great here.

Workforce Landscape

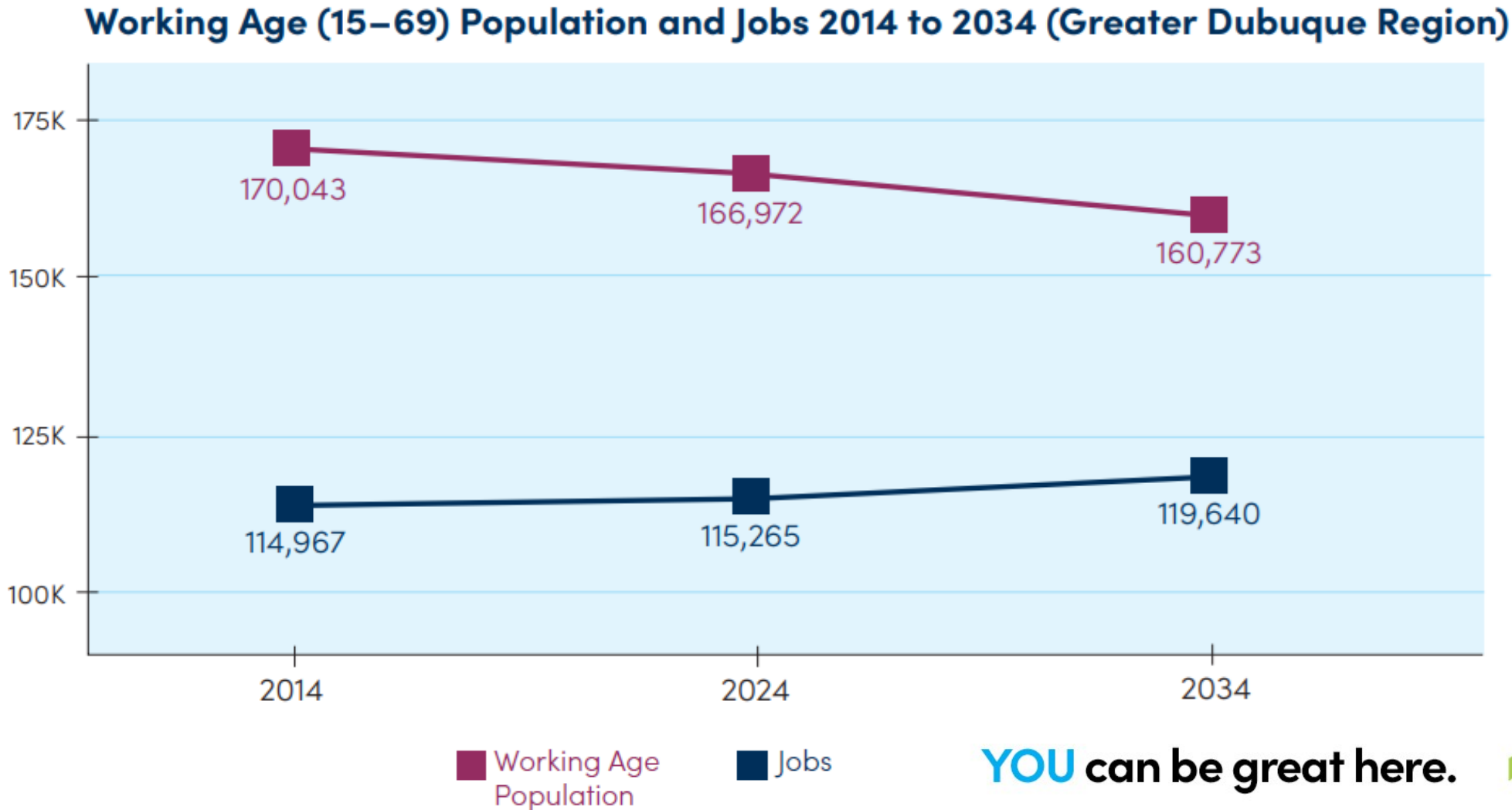


Workforce Landscape



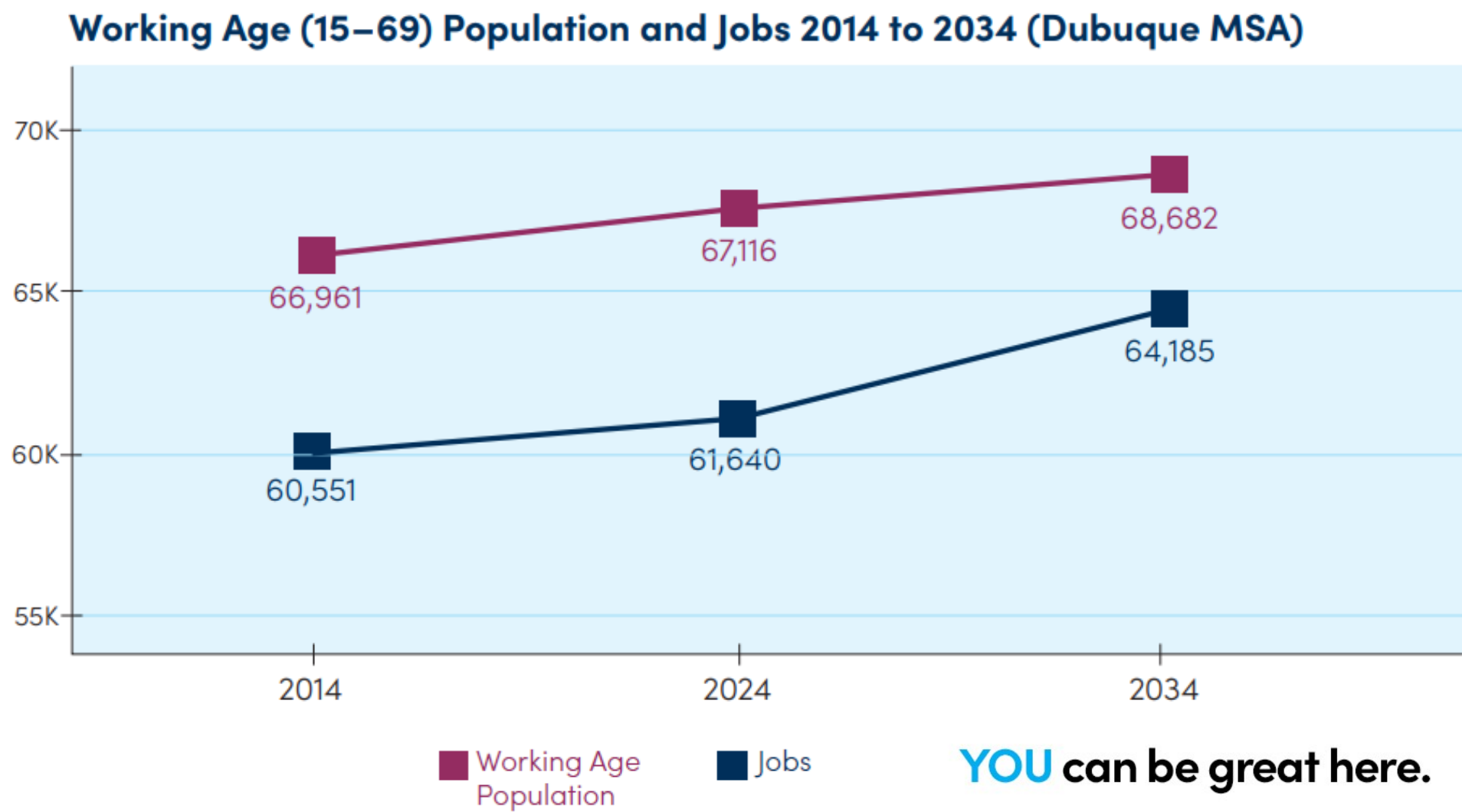
YOU can be great here.

Workforce Landscape



YOU can be great here.

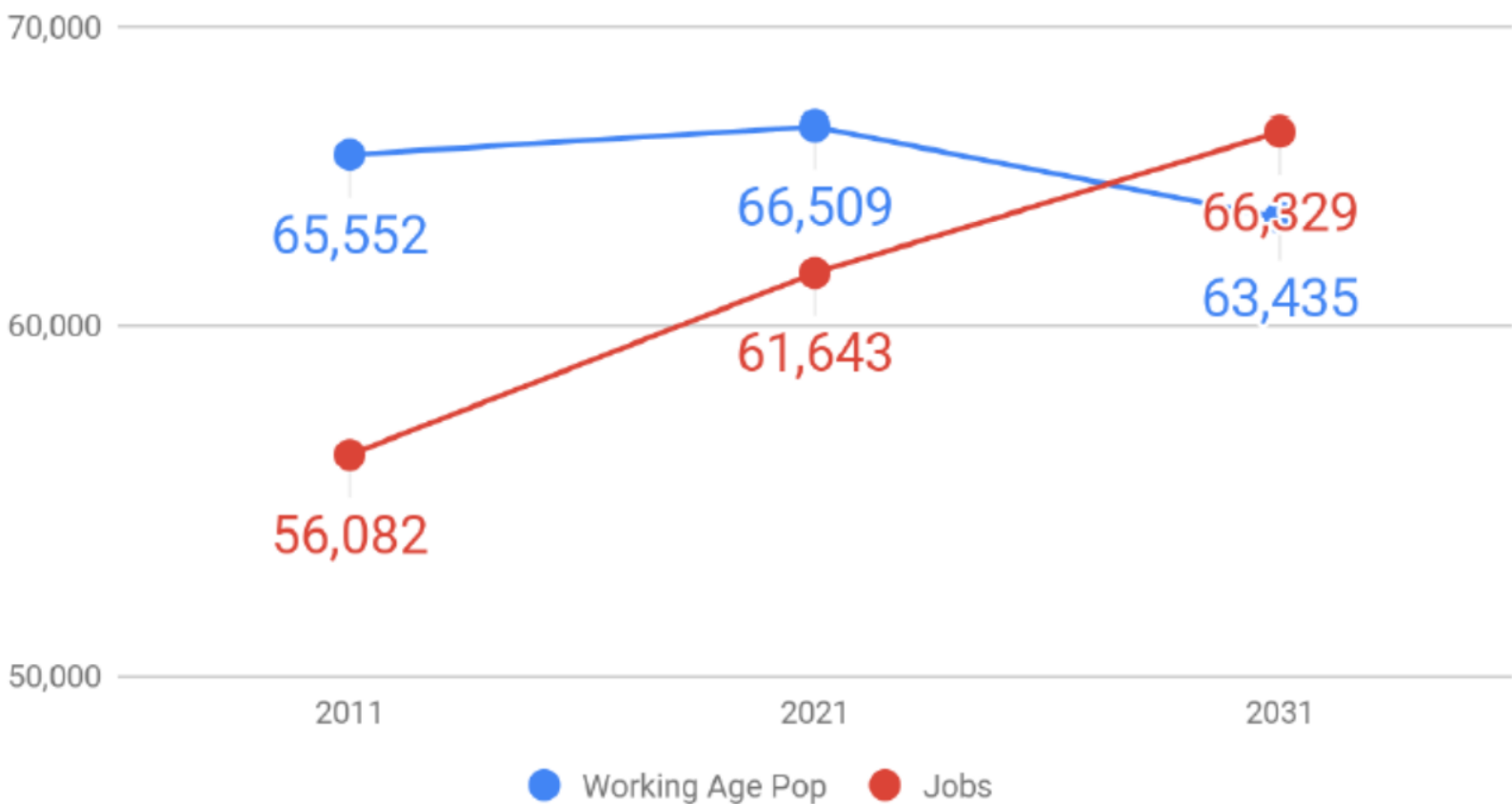
Workforce Landscape



YOU can be great here.

Workforce Landscape

Working Age Population and Jobs 2011 to 2031 (MSA)



YOU can be great here.

Workforce Landscape

Industry	2024 Jobs	Projected 10- year Industry Growth Rate
 Health Care & Social Assistance	15,492	5.8%
 Manufacturing	14,532	7.3%
 Retail Trade	12,959	2.1%
 Educational Services	12,196	1.5%
 Accommodation & Food Service	10,292	-1.8%
 Professional, Scientific & Technical Services	9,191	5.8%
 Transportation & Warehousing	7,705	7.9%
 Finance & Insurance	6,309	3.4%
 Construction	5,483	3.9%
 Administrative & Support Services	5,468	0.3%
 Government	4,753	2.4%
 Other Services (Except Public Administration)	2,722	3.4%

YOU can be great here.

Greater Dubuque Region
2024 Skills Gap Analysis



YOU can be great here.

Workforce Landscape

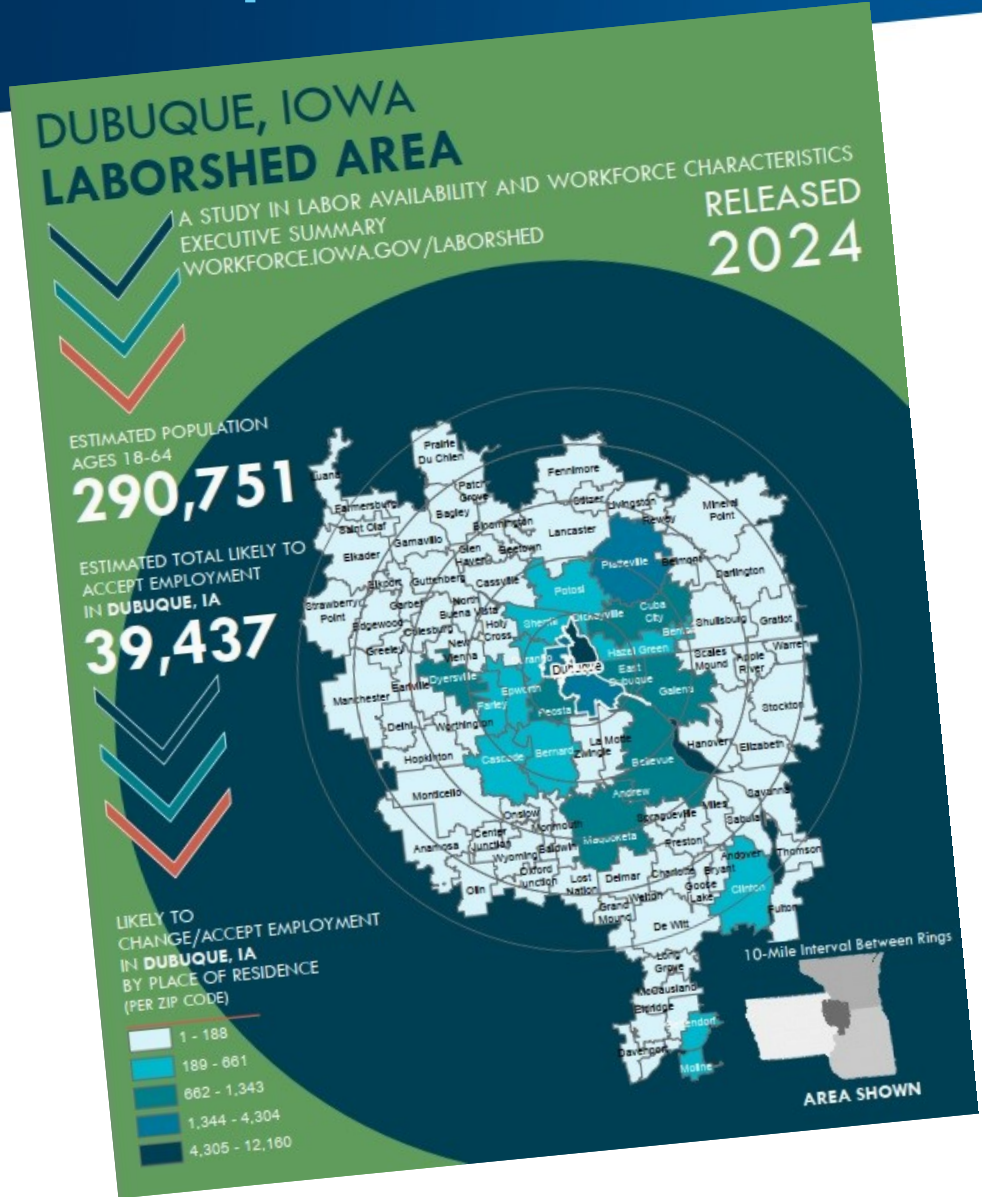
TOP 20 SKILLS GAPS			
	Description	2024 Jobs	Skills Gap
1	Stockers and Order Fillers	1993	334
2	Laborers and Freight, Stock, and Material Movers, Hand	2030	279
3	Heavy and Tractor-Trailer Truck Drivers	2642	266
4	Office Clerks, General	2064	238
5*	Teaching Assistants, Except Postsecondary	1799	210
6	Miscellaneous Assemblers and Fabricators	1629	174
7	Cooks, Restaurant	984	150
8	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	1202	125
9	Postsecondary Teachers	1293	112
10	Bookkeeping, Accounting, and Auditing Clerks	1221	106
11	Cooks, Institution and Cafeteria	684	104
12	Light Truck Drivers	676	84

13	Food Batchmakers	482	80
14	Receptionists and Information Clerks	539	73
15	Construction Laborers	1010	71
16	Packaging and Filling Machine Operators and Tenders	514	64
17	Inspectors, Testers, Sorters, Samplers, and Weighers	524	63
18	Shipping, Receiving, and Inventory Clerks	625	63
19*	Child Care Workers	569	61
20	Welders, Cutters, Solderers, and Brazers	647	60

To be included in this list, an occupation must have a median hourly wage of \$15 or more and not require substantial years of experience in the field to obtain the position (i.e. supervisor roles). There are two occupations with an exception to these rules: Teaching Assistants and Child Care Workers. This is due to the education and child care industry's impact on labor force participation across all other industries.

YOU can be great here.

Workforce Landscape



YOU can be great here.

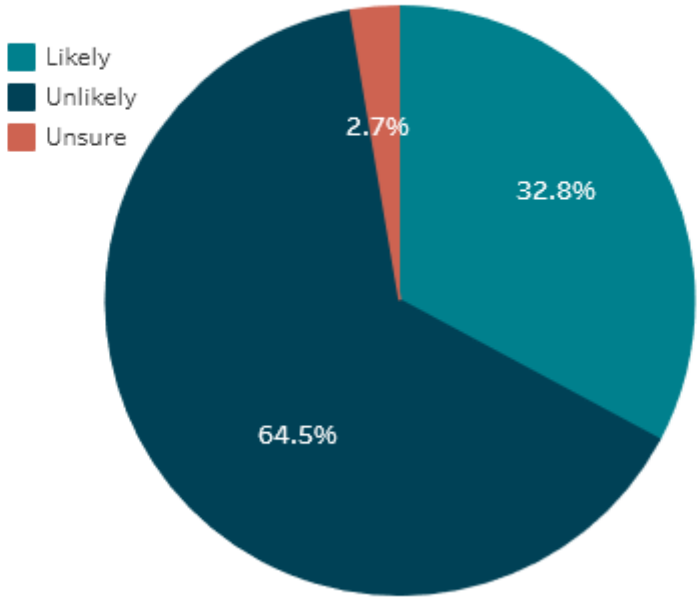
Greater Dubuque Laborshed

Data released, 2024
Employment Status*:

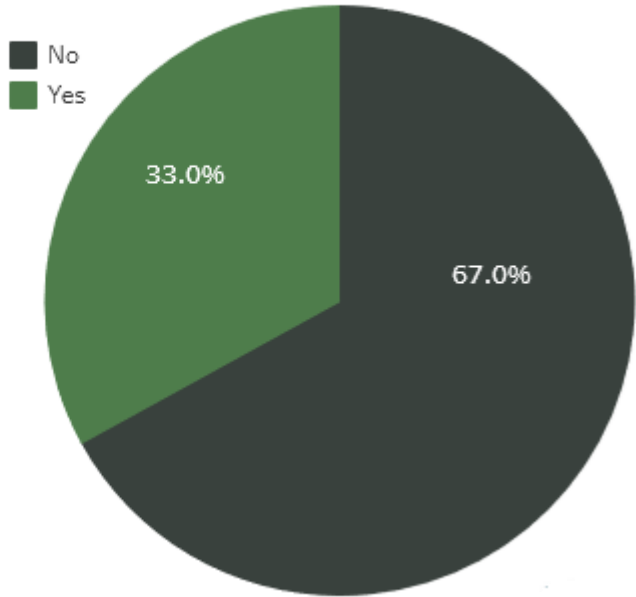
Employed	89.2%
Unemployed	6.8%
Homemakers	1.7%
Retired	2.3%

*Employment status is self-identified by the survey respondent. The unemployment percentage above does not reflect the unemployment rate published by the U.S. Bureau of Labor Statistics, which applies a stricter definition.

Likely to Change/Accept Employment:

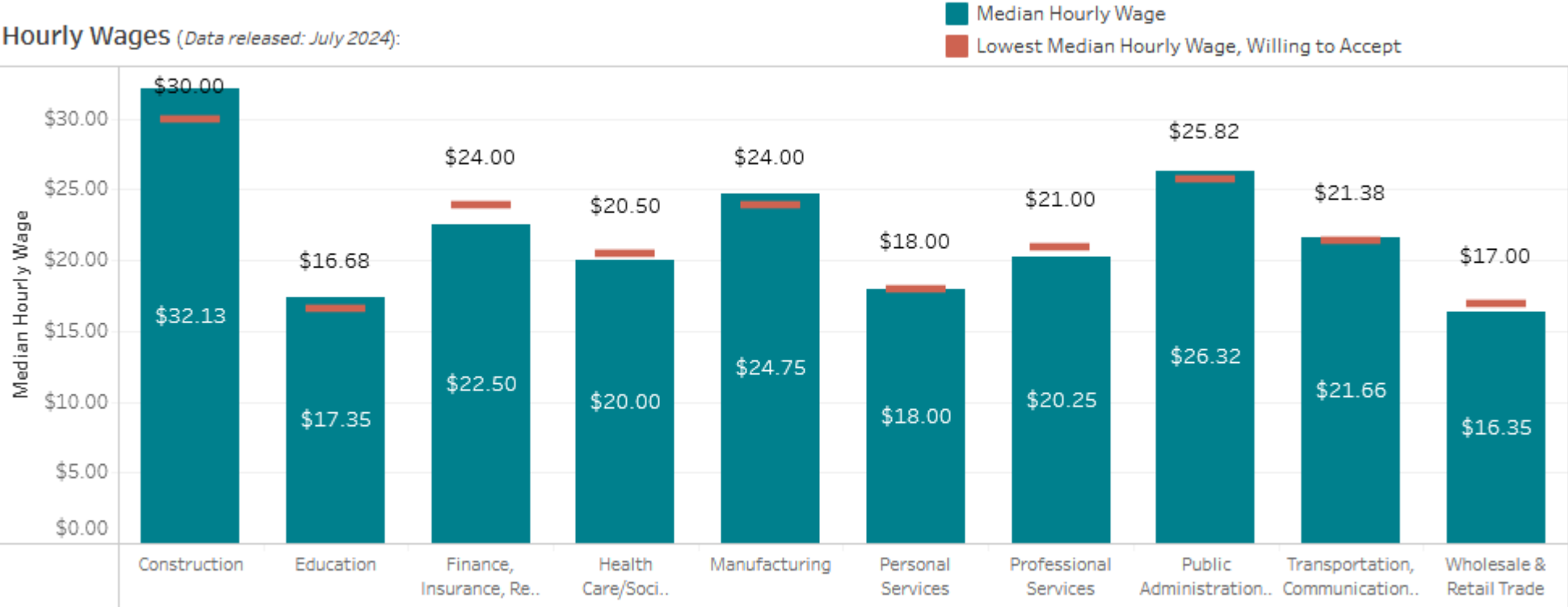


Actively Seeking Employment:



YOU can be great here.

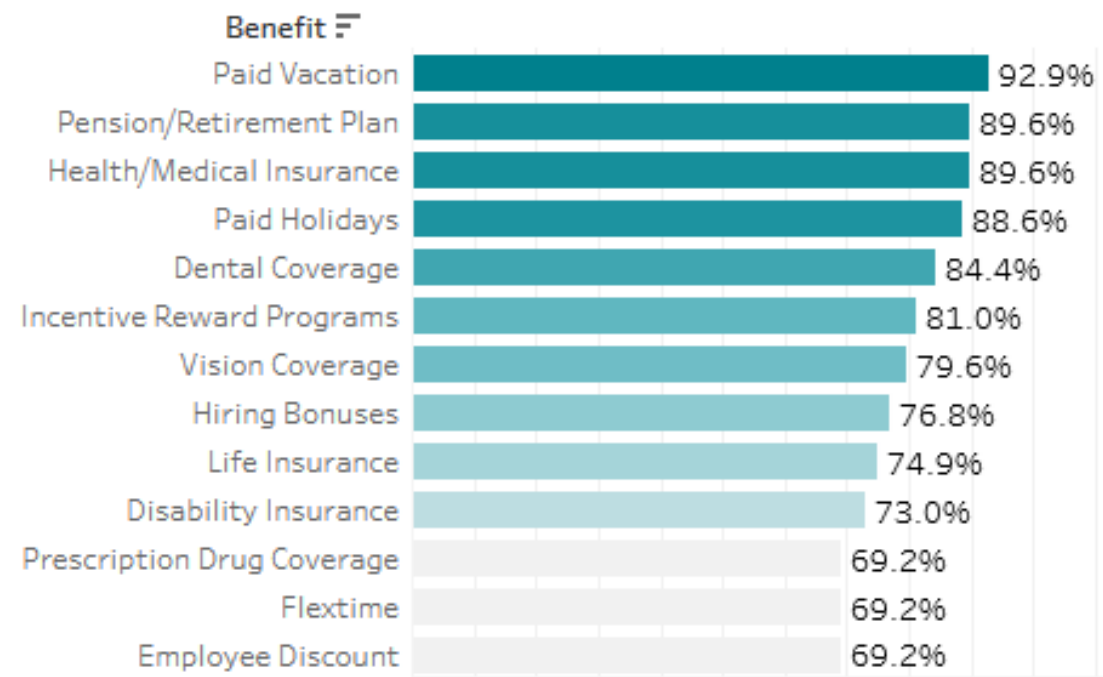
Greater Dubuque Laborshed



YOU can be great here.

Greater Dubuque Laborshed

Desired Benefits - in a Job Offer (Data released: July 2024):



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Strategic Programs

- Opportunity Dubuque
- Incumbent Worker Training program
- RTA/Enterprise Vanpool
- Business Champions for Child Care
- Higher Education Student Engagement
- Layoff/Closure Outreach

YOU can be great here.

Workforce Training Grant



INCUMBENT WORKER TRAINING

Background
Incumbent Worker training is designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment and conducted with a commitment by the employer to retain or avert the layoff of the incumbent worker.

Employers
For more information on Incumbent Worker Training and eligibility, Employers can view and fill out the **Interest Form** via weblink or QR code located below.
<https://forms.office.com/r/wDfAvN8zn>

Incumbent Worker Interest Form



iowaWORKS
a proud partner of the AmericanJobCenter network

Equal Opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. For deaf or hard of hearing, use Relay 711.

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Workforce Transportation Pilot

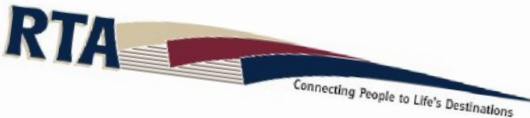


Delaware, Dubuque, Jackson Regional Transit Authority (RTA) and Commute with Enterprise

RTA and Commute with Enterprise have partnered to provide vanpool options in Delaware, Dubuque, and Jackson Counties. This partnership supports RTA's commitment to innovative and sustainable shared mobility options for residents and employees who commute into, out of, or within the service area from surrounding counties.

How Does Commute With Enterprise Work?

We connect employees who live near each other and provide them with a recent-model van or SUV. Riders commute together, saving money and freeing up time to relax or catch up on work. It's an easy way to start and end the day in a better mindset.



YOU can be great here.

Opportunity Dubuque



YOU can be great here.

Opportunity Dubuque – FY 24-25



Enrollees – **278**



Employment/Cont. Ed. – **94%**



Completions – **171**



Dubuque*Works* Funded – **45**



In Training – **82**

Opportunity Dubuque – All Time



Enrollees = **4,558**



Employment/Cont. Ed. = **92%**



Completions = **3,882**



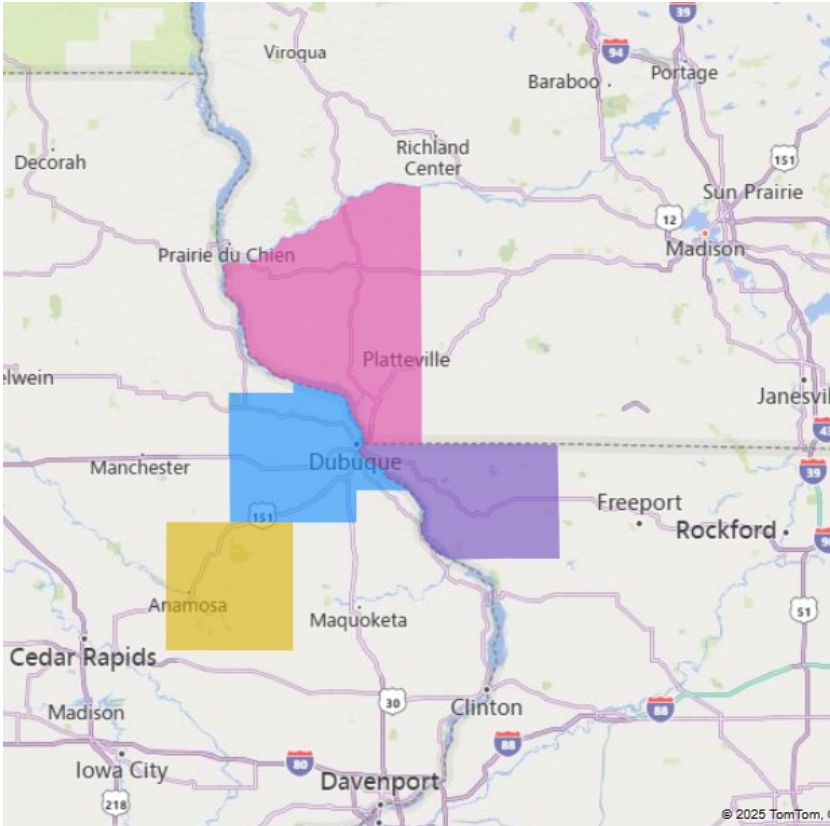
DubuqueWorks Funded = **391**



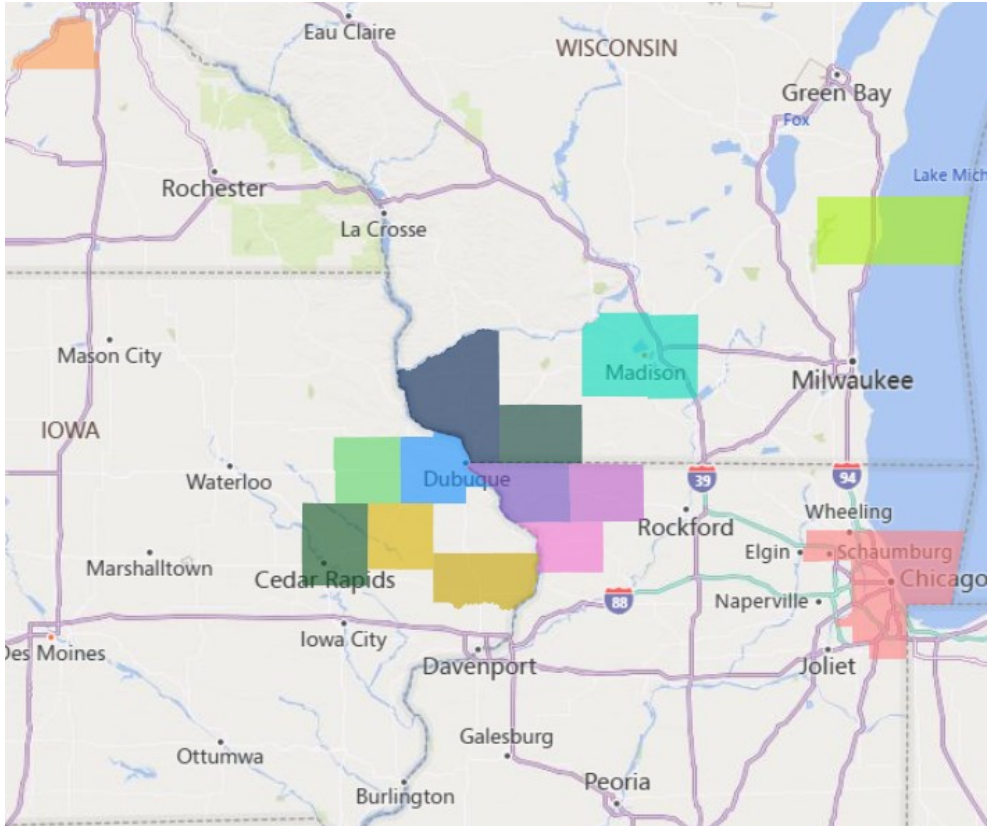
In Training = **82**

Opportunity Dubuque – Regional Reach

FY 24-25



All-Time



YOU can be great here.

Q&A on FY 24-25 Annual Meeting & Workforce Landscape

Rick Dickinson
President & CEO

YOU can be great here.



Thank You



#youcanbegreathere



Opportunity Dubuque || Fiscal Year 2025 Year End Report



Greater Dubuque Development Funded || FY 25

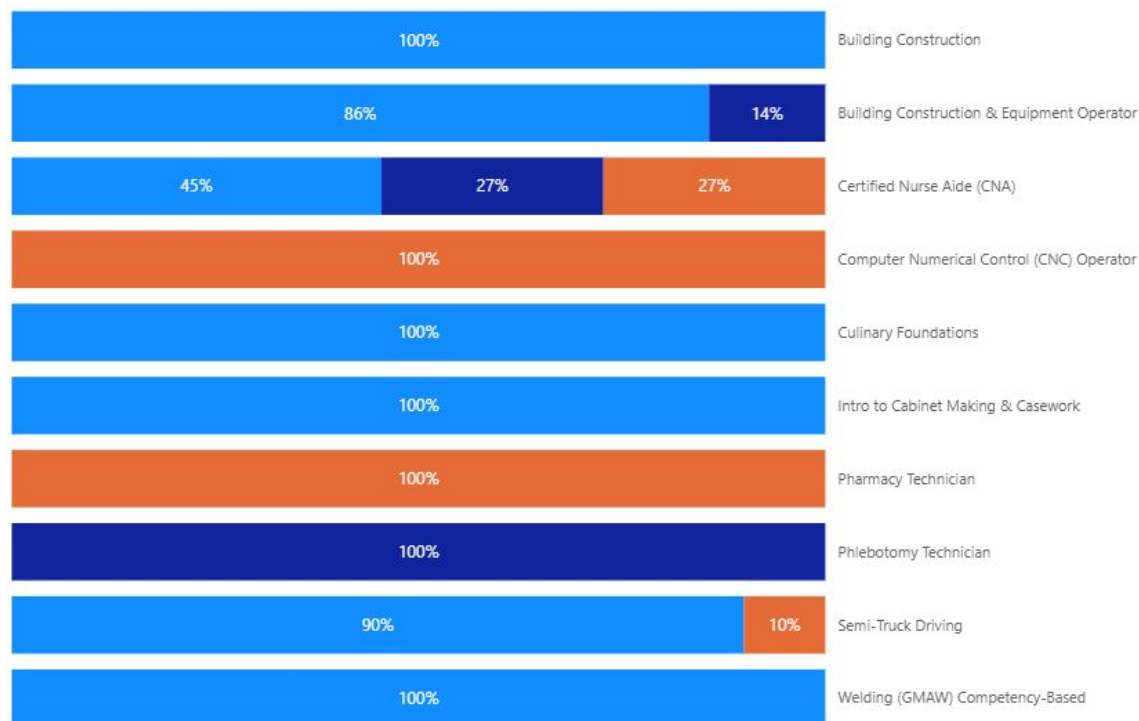
Outcome Programs	Completed		Did Not Complete		Training		Total	
	Learners	%	Learners	%	Learners	%	Learners	%
Certified Nurse Aide (CNA)	5	11%	3	7%	3	7%	11	24%
Semi-Truck Driving	9	20%			1	2%	10	22%
Building Construction &/or Equipment Operator	7	16%	1	2%			8	18%
Culinary Foundations	6	13%					6	13%
Phlebotomy Technician			3	7%			3	7%
Computer Numerical Control (CNC) Operator					2	4%	2	4%
Intro to Cabinet Making & Casework	2	4%					2	4%
Welding (Basic & GMAW & CBE)	2	4%					2	4%
Pharmacy Technician					1	2%	1	2%
Total	31	69%	7	16%	7	16%	45	100%

Greater Dubuque Development

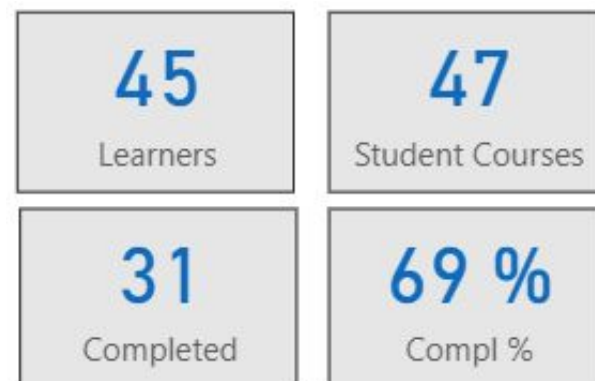
Status FY 25

Learners by Program and Outcome

Outcome ● Completed ● Did Not Complete ● Training



Ethnicity & Race	1) Male	2) Female	3) Unknown	Total
1) Hispanic		1		1
3) Asian				
4) Black	4	14		18
5) Pacific Islander				
6) White	9	4		13
7) Multiple	2	1		3
8) Unknown	7	2	1	10
Total	22	22	1	45



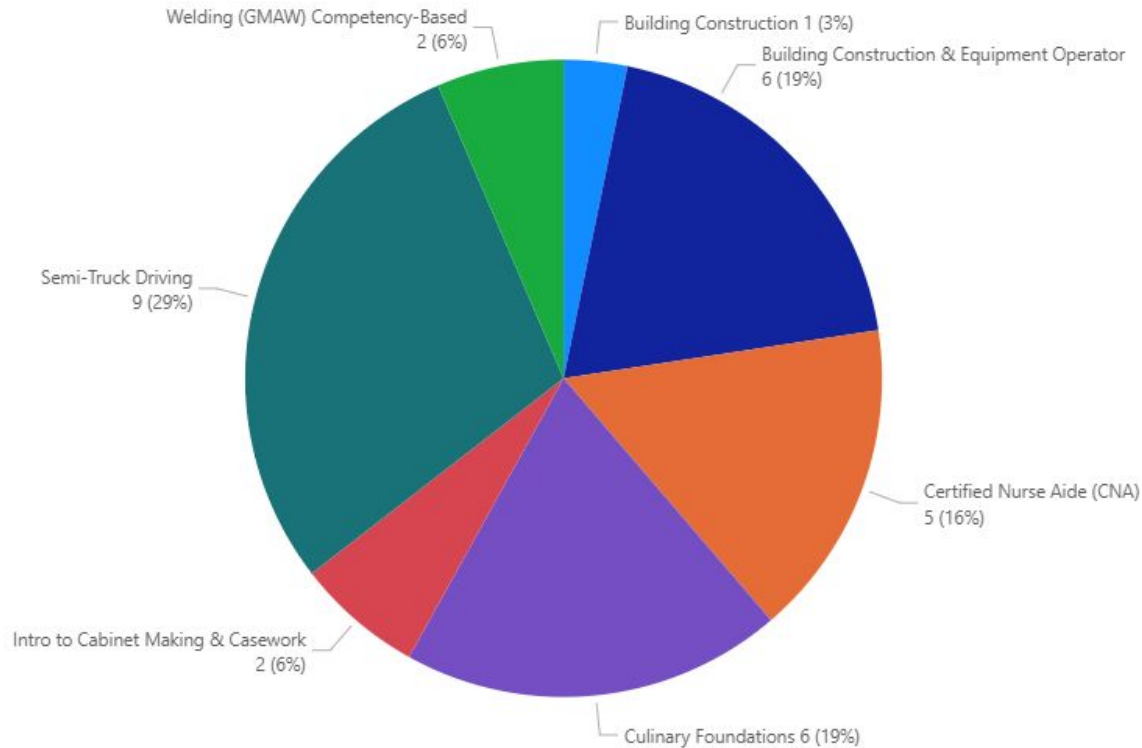
This page highlights FY learners funded by GDDC Development funds (eg, Completed, Did Not Complete, and Training) by program period.

Greater Dubuque Development

All Time Enrollment

Programs	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
Building Construction &/or Equipment Operator					1			2	2	5	10	8	8	36
Certified Nurse Aide (CNA)						1	1			2	5	6	11	26
Certified Production Technician (CPT)		12	15	13	15									55
Child Care									2	2	11			15
Commercial Driver's License (CDL)			7	3	7	5	2		3					27
Computer Numerical Control (CNC) Operator	12	5	6	8	6	4	6	4		2			2	55
Construction Equipment Operator				9	1	3	3				1	2		19
Culinary Foundations						2	1		1	1		4	6	15
Customer Service							3				2	2		7
Emergency Medical Technician (EMT)					1		4							5
Industrial Sewing				3	1		2							6
Information Technology		3												3
Intro to Automotive Mechanics						1								1
Intro to Cabinet Making & Casework										2		1	2	5
Intro to Industrial Maintenance				2	4		2	2						8
Pharmacy Technician							2	2	3	8	2		1	18
Phlebotomy Technician						2	3	3		5	3	5	3	24
Semi-Truck Driving								3	2	5	11	10	10	41
Welding (Basic & GMAW & CBE)	5	6	8	3	10	12	7	8	13	2	6	3	2	85
Total	17	17	22	30	32	28	36	24	26	34	50	41	45	391

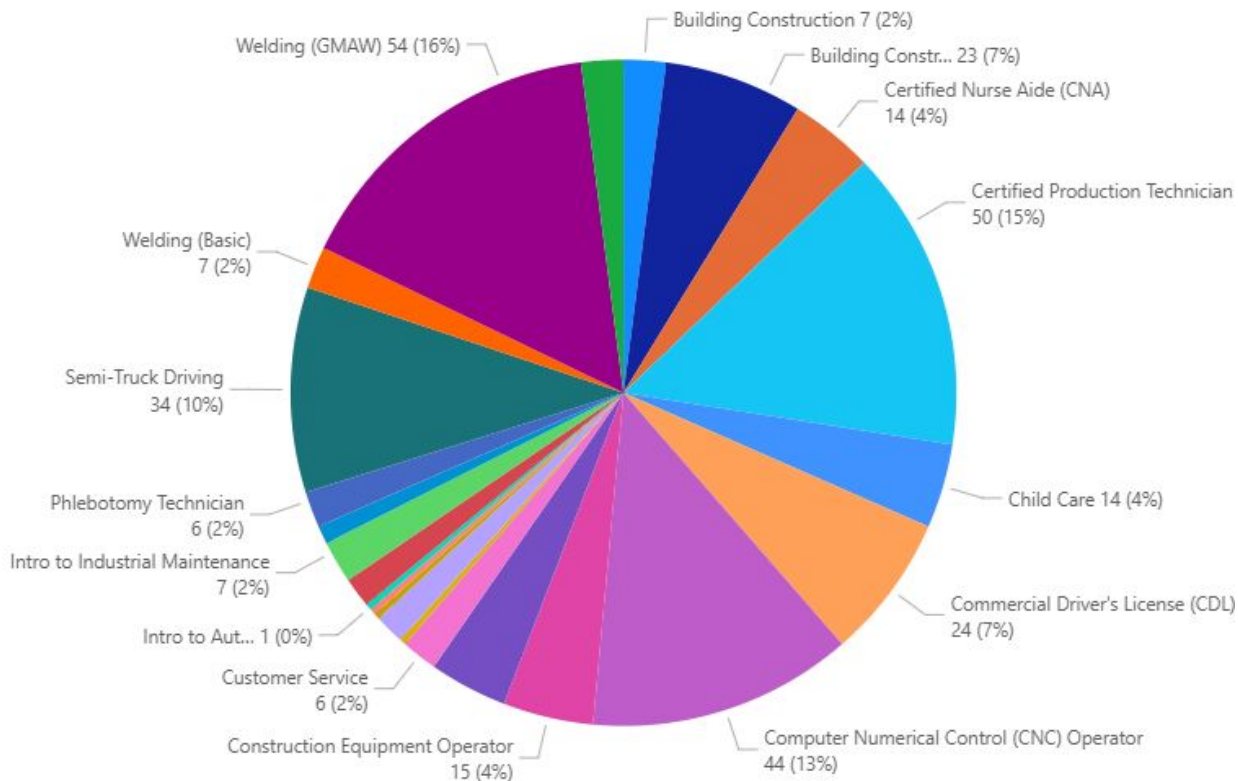
Greater Dubuque Development || Employment FY25



Ethnicity & Race	1) Male	2) Female	Total
1) Hispanic		1	1
3) Asian			
4) Black	2	8	10
5) Pacific Islander			
6) White	8	2	10
7) Multiple	2	1	3
8) Unknown	6	1	7
Total	18	13	31

31 Enrolled	31 Completed	100 % Compl %
10 Contacted	9 Employed	90% Empl/Cont %
9 Employed/Cont Ed_Lumens		
1 Unemployed		

Greater Dubuque Development || Employment All Time



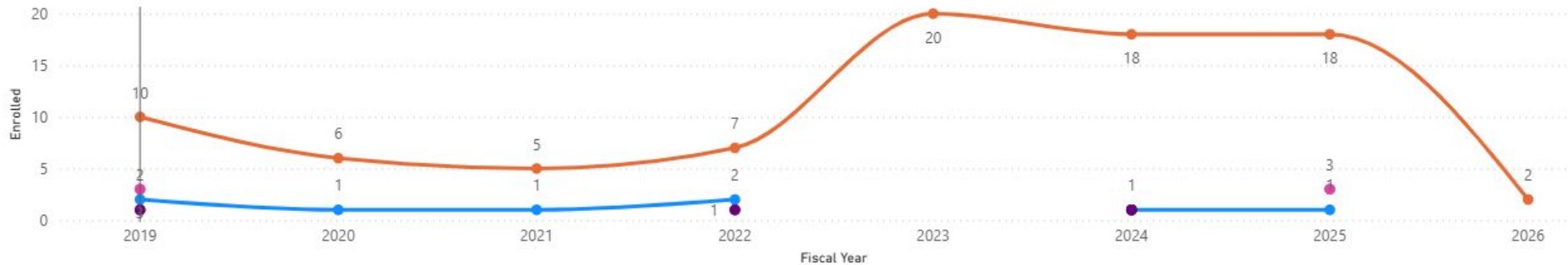
Ethnicity & Race	1) Male	2) Female	Total
1) Hispanic	7	2	9
3) Asian	1	1	2
4) Black	33	30	63
5) Pacific Islander	3	1	4
6) White	112	32	144
7) Multiple	3	1	4
8) Unknown	59	11	70
Total	218	78	296

296 Enrolled	296 Completed	100 % Compl %
198 Contacted	179 Employed	93% Empl/Cont %
184 Employed/Cont Ed_Lumens		
14 Unemployed		

Greater Dubuque Development Demographic Trends || All Time

Enrolled by Fiscal Year and Ethnicity & Race - GDDC Funding

Ethnicity & Race ● 1) Hispanic ● 3) Asian ● 4) Black ● 5) Pacific Islander ● 7) Multiple



Opportunity Dubuque || FY25

Status

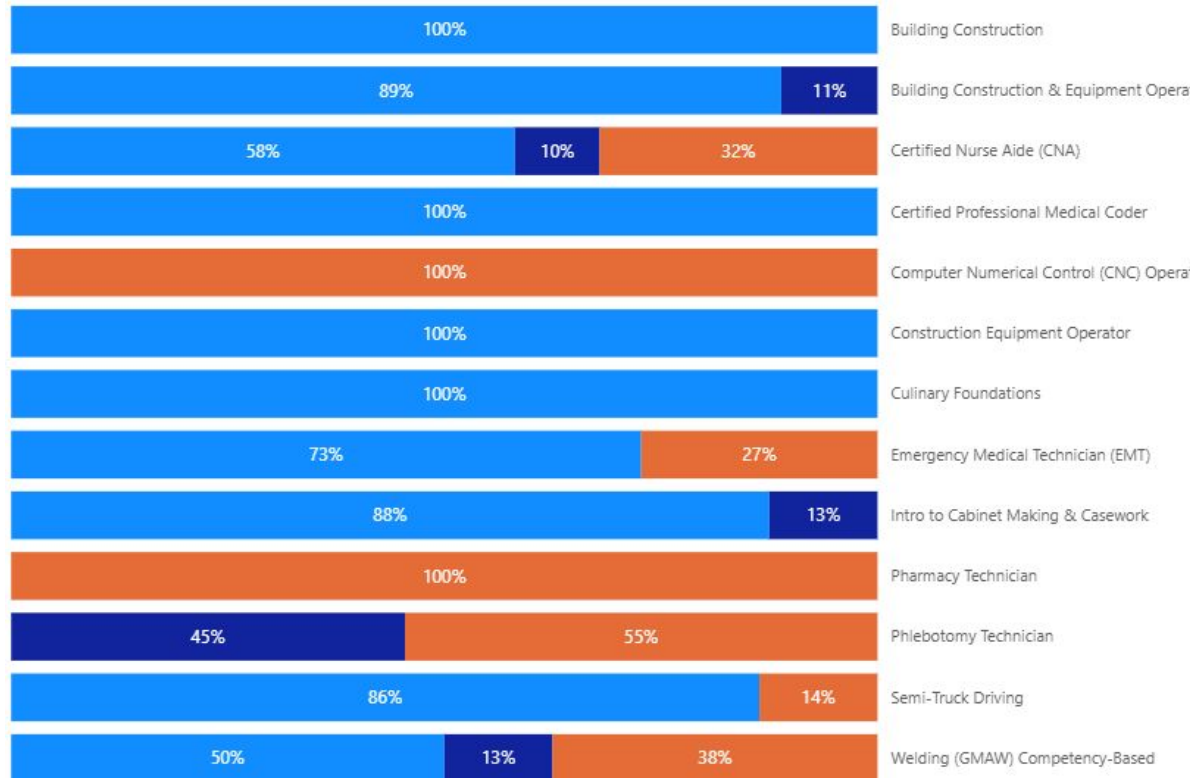
Outcome Programs	Completed Learners	%	Did Not Complete Learners	%	Training Learners	%	Total Learners	%
Certified Nurse Aide (CNA)	107	38%	18	6%	59	21%	184	66%
Semi-Truck Driving	19	7%			3	1%	22	8%
Building Construction &/or Equipment Operator	15	5%	1	0%			16	6%
Emergency Medical Technician (EMT)	8	3%			3	1%	11	4%
Phlebotomy Technician			5	2%	6	2%	11	4%
Culinary Foundations	8	3%					8	3%
Intro to Cabinet Making & Casework	7	3%	1	0%			8	3%
Welding (Basic & GMAW & CBE)	4	1%	1	0%	3	1%	8	3%
Pharmacy Technician					5	2%	5	2%
Computer Numerical Control (CNC) Operator					3	1%	3	1%
Certified Professional Medical Coder	2	1%					2	1%
Construction Equipment Operator	1	0%					1	0%
Total	171	62%	26	9%	82	29%	278	100%

Opportunity Dubuque || FY25 Status

Programs	Enrolled	Completed	Scheduled/Training	Female	Male
3D Animation		0			
Building Construction &/or Equipment Operator	16	15		2	14
Certified Nurse Aide (CNA)	184	107	59	120	19
Certified Production Technician (CPT)		0			
Certified Professional Medical Coder	2	2		2	
Child Care		0			
Commercial Driver's License (CDL)		0			
Computer Numerical Control (CNC) Operator	3	0	3		2
Construction Equipment Operator	1	1		1	
Culinary Foundations	8	8		5	3
Customer Service		0			
Direct Support Professional		0			
Emergency Medical Technician (EMT)	11	8	3	3	5
Executive Administration Professional		0			
Health Support Professional		0			
Industrial Sewing		0			
Information Technology		0			
Intro to Automotive Mechanics		0			
Intro to Cabinet Making & Casework	8	7		2	6
Intro to Industrial Maintenance		0			
Pharmacy Technician	5	0	5	4	
Phlebotomy Technician	11	0	6	9	1
Professional Sales Certificate		0			
Semi-Truck Driving	22	19	3	1	19
Swine Production		0			
Web Application Bootcamp		0			
Welding (Basic & GMAW & CBE)	8	4	3		8
Total	278	171	82	148	77

Opportunity Dubuque || FY25 Status

Outcome ● Completed ● Did Not Complete ● Training



Ethnicity & Race	1) Male	2) Female	3) Unknown	Total
1) Hispanic	3	6		9
2) American Native				
3) Asian	2	2		4
4) Black	11	22		33
5) Pacific Islander	1	1		2
6) White	41	100		141
7) Multiple	2	4		6
8) Unknown	17	13	53	83
Total	77	148	53	278

Outcome	Learners	by Class	%
Completed	171		62%
Did Not Complete	26		9%
Training	82		29%
Total	278		100%

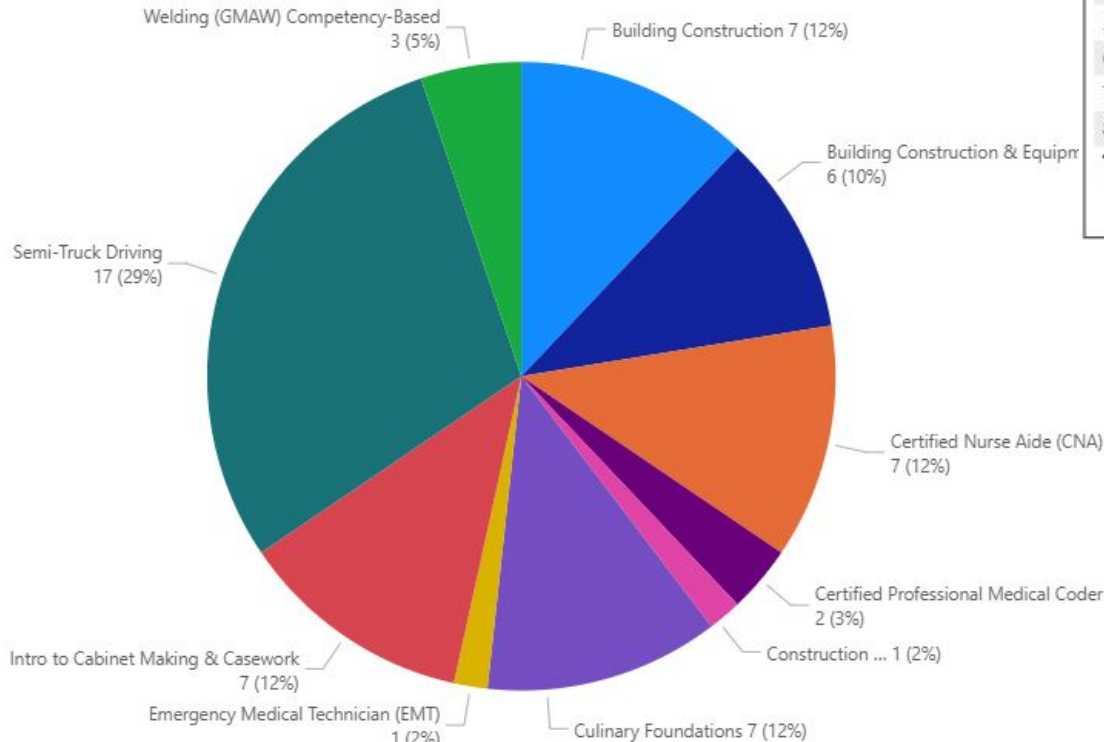
278

Learners

283

Student Courses

Opportunity Dubuque || FY25 Employment

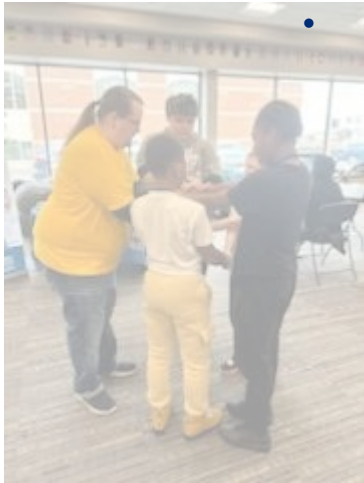


Ethnicity & Race	1) Male	2) Female	Total
1) Hispanic	3	1	4
2) American Native			
3) Asian	1		1
4) Black	4	8	12
5) Pacific Islander			
6) White	22	5	27
7) Multiple	2	1	3
8) Unknown	9	2	11
Total	41	17	58

59 Enrolled	58 Completed	98 % Compl %
18 Contacted	17 Employed	94% Empl/Cont %
17 Employed/Cont Ed_Lumens		
1 Unemployed		

Outreach Outcomes || FY25

- 15 Unique Referrals made to Opportunity Dubuque from success team partners
- Participated in 65 unique outreach events in community
 - Dubuque County Jail Workshops
 - Back 2 Work Program-St. Vincent de Paul
 - Multicultural Family Center Trades Day Program
 - Latinx Festival
 - Crescent Community Health
 - Monthly Steeple Square Partnership Meals
 - DCSD Support Services Symposium
 - Senior High School English Language Learner Event



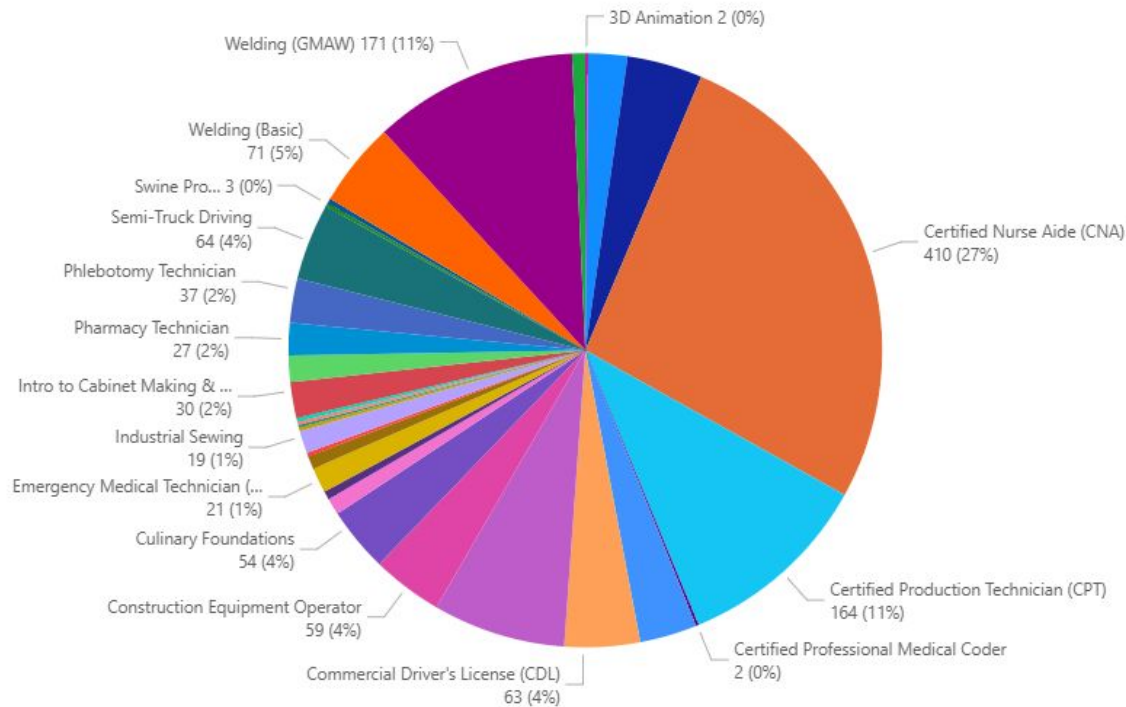
Opportunity Dubuque || All Time Enrolled

Programs	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
3D Animation												2				2
Building Construction &/or Equipment Operator						7	13			10	19	8	14	26	16	113
Certified Nurse Aide (CNA)	142	219	210	197	200	203	237	227	151	140	164	182	191	205	184	2,810
Certified Production Technician (CPT)				30	60	55	33									177
Certified Professional Medical Coder													1		2	3
Child Care									4	9	5	31	16	7		59
Commercial Driver's License (CDL)				23	53	29	33	32	24	12	6					211
Computer Numerical Control (CNC) Operator			20	17	24	17	11	13	12	5	6	6	6		3	139
Construction Equipment Operator						11	10	8	7		12	8	6	4	1	67
Culinary Foundations						8	3	12	9	3	3	4	11	7	8	65
Customer Service									6		4		4	4		18
Direct Support Professional													9	1		10
Emergency Medical Technician (EMT)		21	7	14	3	31	38	48	33	25	43	30	22	12	11	335
Executive Administration Professional					4	6	8	7								25
Health Support Professional								4								4
Industrial Sewing					1	13	3		7							23
Information Technology				48												48
Intro to Automotive Mechanics								5								5
Intro to Cabinet Making & Casework											5	7	5	8	8	33
Intro to Industrial Maintenance						7	9		6	4	6					25
Pharmacy Technician			5	4					1	5	18	27	53	8	6	132
Phlebotomy Technician						16	8	7	17	6		5	8	6	11	84
Professional Sales Certificate													6			6
Semi-Truck Driving										14	5	12	19	15	22	87
Swine Production							4									4
Web Application Bootcamp										10	10					20
Welding (Basic & GMAW & CBE)	1	21	54	41	35	28	31	37	44	25	21	17	17	6	8	384
Total	143	261	296	359	329	392	394	395	323	281	331	358	340	303	278	4,558

Opportunity Dubuque || All Time Completions

Programs	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
3D Animation	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Building Construction &/or Equipment Operator	0	0	0	0	0	7	13	0	0	7	19	7	13	22	15	103
Certified Nurse Aide (CNA)	121	183	173	163	182	184	211	201	137	112	130	150	163	177	107	2,384
Certified Production Technician (CPT)	0	0	0	30	60	52	28	0	0	0	0	0	0	0	0	169
Certified Professional Medical Coder	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2
Child Care	0	0	0	0	0	0	0	0	4	8	3	24	16	7	0	49
Commercial Driver's License (CDL)	0	0	0	22	46	29	31	29	20	11	4	0	0	0	0	192
Computer Numerical Control (CNC) Operator	0	0	17	17	24	15	7	11	8	4	6	6	6	0	0	121
Construction Equipment Operator	0	0	0	0	0	11	10	8	2	0	12	8	5	4	1	61
Culinary Foundations	0	0	0	0	0	7	3	11	8	3	2	2	8	7	8	57
Customer Service	0	0	0	0	0	0	0	0	5	0	4	0	4	3	0	16
Direct Support Professional	0	0	0	0	0	0	0	0	0	0	0	0	9	1	0	10
Emergency Medical Technician (EMT)	0	18	7	13	3	25	31	38	25	19	39	26	18	10	8	280
Executive Administration Professional	0	0	0	0	4	6	8	7	0	0	0	0	0	0	0	25
Health Support Professional	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4
Industrial Sewing	0	0	0	0	0	10	3	0	7	0	0	0	0	0	0	20
Information Technology	0	0	0	47	0	0	0	0	0	0	0	0	0	0	0	47
Intro to Automotive Mechanics	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4
Intro to Cabinet Making & Casework	0	0	0	0	0	0	0	0	0	0	4	7	5	8	7	31
Intro to Industrial Maintenance	0	0	0	0	0	7	9	0	4	4	6	0	0	0	0	23
Pharmacy Technician	0	0	4	1	0	0	0	0	2	7	17	16	5	5	0	57
Phlebotomy Technician	0	0	0	0	0	14	6	4	11	1	0	0	4	3	0	43
Professional Sales Certificate	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	6
Semi-Truck Driving	0	0	0	0	0	0	0	0	0	13	5	10	16	15	19	78
Swine Production	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	4
Web Application Bootcamp	0	0	0	0	0	0	0	0	0	8	5	0	0	0	0	13
Welding (Basic & GMAW & CBE)	1	21	54	38	33	25	25	30	40	20	14	15	13	4	4	337
Total	122	222	255	316	302	359	352	342	272	217	266	268	289	264	171	3,882

Opportunity Dubuque || All Time Employment



Ethnicity & Race	1) Male	2) Female	3) Unknown	Total
1) Hispanic	27	21		48
2) American Native		4		4
3) Asian	4	5		9
4) Black	79	116		195
5) Pacific Islander	4	3		7
6) White	385	378	1	764
7) Multiple	9	8		17
8) Unknown	180	87	2	269
Total	688	622	3	1,313

1,313 Enrolled	1,313 Completed	100 % Compl %
874 Contacted	778 Employed	92% Empl/Cont %
800 Employed/Cont Ed_Lumens		
74 Unemployed		

Demographics || All Time Completions

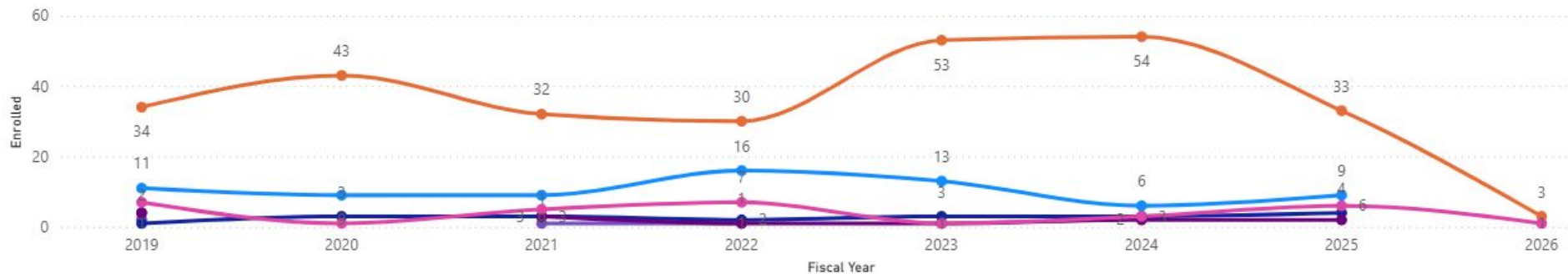
All-Time Completed by Employment Status and Ethnicity/Race

Employment Status	1) Hispanic	2) American Native	3) Asian	4) Black	5) Pacific Islander	6) White	7) Multiple	8) Unknown	Total
	53	4	23	150	7	1,578	21	1,081	2,917
Cont Ed	2			2		15	2	1	22
Employed	27	3	2	128	5	492	11	198	866
Unemployed	2		2	16		42	2	14	78
Total	84	7	27	296	12	2,126	36	1,294	3,882

Demographic Trends || All Time

Enrolled by Fiscal Year and Ethnicity & Race - All Funding

Ethnicity & Race ● 1) Hispanic ● 2) American Native ● 3) Asian ● 4) Black ● 5) Pacific Islander ● 7) Multiple



Footnotes Explained

- [a] The program is not funded by Opportunity Dubuque, but offered at the Peosta or Dubuque campuses and the student is in the SMST.
- [b] Only students who have completed the program during the fiscal year are counted. During first-half reports this applies to students who have completed during the halfway point.
- [c] Does not include those students NICC was unable to contact during multiple attempts within a one year period after completion. See the FAQ 'How is employment status collected?'
- [d] % employed or continuing education determined by the formula: $([\text{Employed NEW/RETAINED}] + [\text{Continuing Ed}]) / ([\text{Employed NEW/RETAINED}] + [\text{Continuing Ed}] + [\text{Unemployed}])$
- [e] Completion numbers are based on only the completion dates, they do not consider enrollment dates.
- [f] Formerly Mechatronics

Frequently Asked Questions

How is ethnicity and race data collected and categorized?

Ethnicity and Race data collected matches other NICC publications, based on reporting method outlined in hierarchy by Federal Register - 72 Fed Reg 59267 (note: shortened versions that follow in parenthesis to fit in restricted available column space):

Hispanic (of any race) and if not then;

- American Indian or Alaska Native (American Native)
- African American or Black (Black)
- Asian (Asian)
- Pacific Islander or Native Hawaiian (Pacific Islander)
- White (White)
- Two or More Races (Multiple)
- Unknown or Not Reported (Unknown)

Previously reported groupings have been transitioned to this model. For example, a person identifying as Filipino would now be categorized as Asian (per Census Bureau Statement CB15-RTQ.26). Entering students are categorized under this new method, prior students were transitioned using available data. Comparability to previous versions of the report should not be done ad hoc. If more information on these changes is required, please contact your NICC representative.

Further info @ <https://www2.ed.gov/policy/rschstat/guid/raceethnicity/questions.html>

DRIVEN BY PURPOSE

Powered by Partnerships

2024-2025 Annual Report



Letter from our Board Chair

Dear Friends and Partners,

It has been an honor to serve as Chairperson of the Greater Dubuque Development Corporation Board of Directors this past year. I'm pleased to share highlights from our organization's work in this year's Annual Report—especially meaningful as our 40th year of impact draws to a close.

In my decade of service on the Greater Dubuque Development Board, I've been continually inspired by a talented and dedicated staff, a respected and forward-thinking board, and dynamic partnerships that have helped shape Greater Dubuque into a vibrant and competitive region. This year has been no different. Thank you to all our public- and private-sector partners for engaging, investing, and committing to collaborative solutions. Your diverse perspectives have made it possible to accomplish more together and move us toward even greater progress.

Recognizing the need for a strong vision and strategic direction in today's complex environment, we were excited to finalize a new five-year strategic plan, approved by the Board in March. Developed with extensive input, the plan identifies four clear priorities: business support and attraction, population growth, regional collaboration, and organizational excellence. These priorities—supported by a refreshed mission and updated vision—will guide us in ensuring our businesses thrive, our communities prosper, and people are drawn to our region by opportunity and quality of life.

This forward-looking work is complemented by meaningful achievements over the past year. Greater Dubuque played a key role in supporting business expansions, job creation, and workforce retention. We hosted the 60th session of Distinctively Dubuque, which has welcomed over 1,400 newcomers since the program's 2010 inception. We celebrated the near-completion of a \$50 million+ private broadband initiative, bringing high-speed fiber access to 100% of businesses and nearly every household in Dubuque.

We also continued our efforts to address county-wide barriers to child care through innovative public-private partnerships—work that earned international recognition with the 2024 Excellence in Economic Development Award from the International Economic Development Council.

As we look to the future, we remain grateful for the relationships and shared purpose that fuel our work. Together, we are building a region where opportunity is real, partnerships are strong, and where, more than ever **YOU can be great here**.

Thank you for your continued support.



A handwritten signature in black ink that reads "Kay Takes". The signature is fluid and cursive.

Kay Takes
2024-2025 Board Chair
Greater Dubuque Development Corporation

Our Roadmap to 2030

Our Region

We are dedicated to serving Dubuque County and committed to assisting our partners in Clayton, Delaware, Jones, Jackson, Jo Daviess, and Grant Counties to elevate the economic and community development of our region.

Our Mission

We serve as the premier economic development organization in the region. We drive economic prosperity by attracting, retaining, and growing businesses, serving as a convener and catalyst of strategic collaboration and population growth.

Our Vision

We will strive to make 2025 to 2030 an unprecedented period of economic acceleration and transformation for the region. Businesses will thrive, innovation will be cultivated, communities will partner and prosper, and people will be drawn and held by the promise of opportunity and quality of life.

In January 2025, the Greater Dubuque Development's Board of Directors and staff convened to assess the organization's progress, evaluate emerging challenges, and define strategic priorities for the next five years. The result is a focused and forward-thinking 2025–2030 Strategic Plan that reinforces our commitment to economic growth and community prosperity through four key priorities:

Business Support & Attraction > Strengthening Greater Dubuque's role in supporting existing employers, attracting new businesses, and encouraging innovation across the region.

Population Growth > Growing the regional population by enhancing quality of life, investing in community amenities, and promoting the Greater Dubuque region as a place where people want to live and work.

Regional Collaboration > Aligning with public, private, and nonprofit partners to maximize resources, share best practices, and create solutions to common economic challenges.

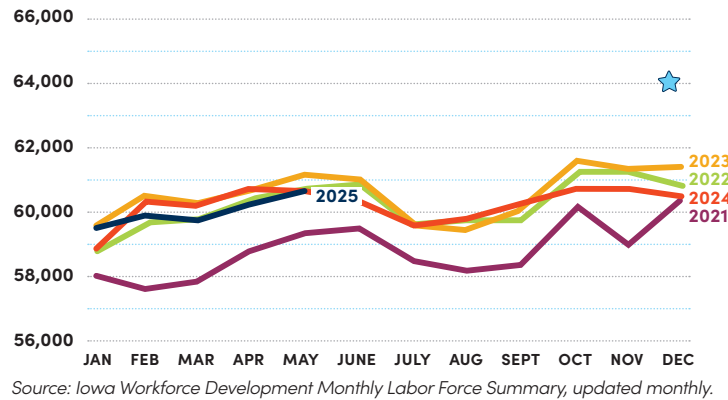
Organizational Excellence > Maintaining Greater Dubuque's effectiveness as a high-performing economic development organization through strategic leadership, fiscal stewardship, and ongoing evaluation.

Throughout the plan, we clarify our role as a leader, convener, or supporter to advance these priorities—recognizing that sustained regional progress requires a blend of direct action, cross-sector coordination, and strong partnerships.

Scan to
Access Our
Strategic Plan
Online:



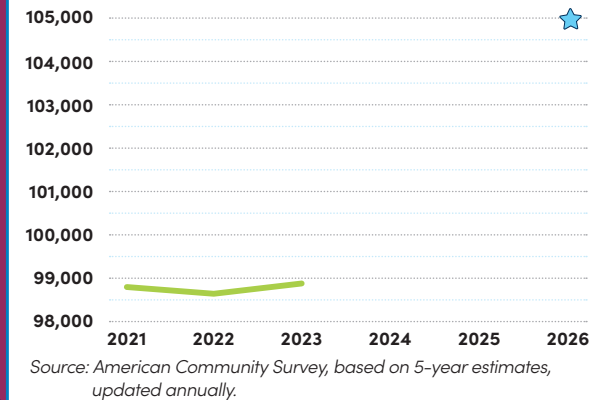
YOU can be great here *Goals & Results*



Grow Labor Force to **64,000 Jobs***

★ **GOAL:** Grow the workforce of the Dubuque Metropolitan Statistical Area (MSA) to over 64,000 jobs by 2027.

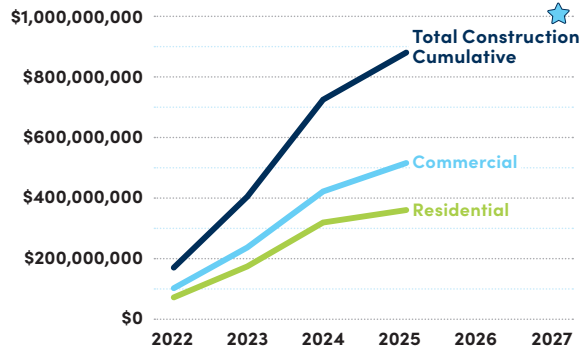
PROGRESS: MAINTAINING ➤ As of May 2025, the Dubuque MSA workforce post-pandemic rebound is holding steady at 60,700 and remains largely insulated from the emerging economic downturn impacting the nation. **Nationally 13.5% of workers are 100% virtual. In the Dubuque MSA, 11.0% of the employed working age population are remote workers. If this is for an out-of-town employer, they are not counted in Dubuque MSA workforce totals.*



Increase Population to **105,000**

★ **GOAL:** By 2027, the population of the Dubuque MSA will reach 105,000.

PROGRESS: IMPROVING ➤ As of December 2023, the population of the Dubuque MSA grew to 98,887. Based on data highlighted in our 2024 Skills Gap Analysis, we now anticipate a 0.8% population growth to 100,021 by 2034. Reaching the population goal of 105,000 will require commitment and partnership across all sectors.

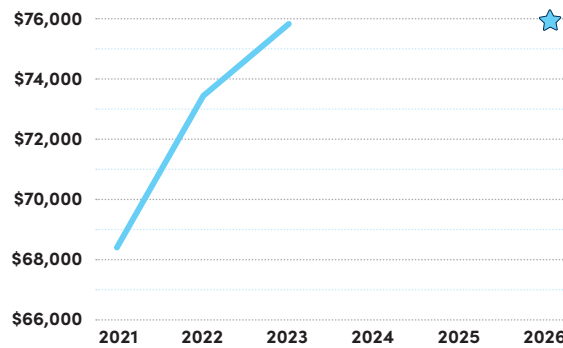


Source: City of Dubuque & Dubuque County (incorporated & unincorporated), updated monthly

Ignite \$1 billion in Construction Investment

★ **GOAL:** Encourage and facilitate \$1 billion of cumulative new residential and commercial construction across the Dubuque MSA by 2027.

PROGRESS: ON TRACK > Now 3-years into the 5-year **YOU can be great here** campaign, total residential and commercial construction investment in Dubuque County has topped 87.5% of the overall goal at \$875,456,866, with residential construction representing 35.8% of the dollars invested.

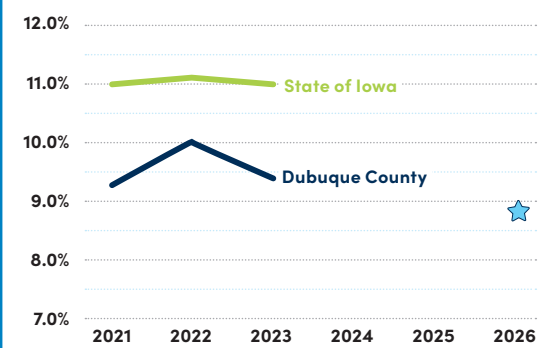


Source: American Community Survey, based on 5-year estimates, updated annually

Raise Median Household Income to \$76,000

★ **GOAL:** Increase the median household income for those living in the Dubuque MSA to \$76,000 by 2027.

PROGRESS: ON TRACK > As of December 2024, the median household income in the Dubuque MSA has increased from the 2021 benchmark of \$68,198 to \$75,919. This equates to an 11.3% increase in the median household income since the launch of the **YOU can be great here** campaign.



Source: American Community Survey, based on 5-year estimates, updated annually

Decrease Poverty Rate by 5%

★ **GOAL:** By 2027, reduce the percentage of individuals living below the Dubuque County Supplemental Poverty Measurement in the Dubuque MSA by five percent to 8.8%.

PROGRESS: ON TRACK > As of December 2024, the poverty rate for the Dubuque MSA decreased from 10.0% to 9.4% while the poverty rate for the State of Iowa only saw a decline from 11.1% to 11.0%.

Strategic Initiatives

Building Bright Futures Through Child Care

In partnership with Dubuque Initiatives and the Community Foundation of Greater Dubuque, Greater Dubuque Development is addressing the child care crisis head-on. In the past year alone, we have invested over \$1 million in direct support to child care providers throughout Dubuque County, including \$829,810 paid out in 2024 and new grants awarded in 2025 to create, recruit, and retain child care professionals. Additional state funding of \$845,200 helped launch Phase II of the Bright Minds Campus, adding 100 new child care slots for area families. We also advocated for major state investments in county-wide capacity: a \$675,000 award for Phase II of the Dyersville Area Childcare Center expansion and a \$395,326 Phase I award for the St. Mark Early Childhood Center, both of which will help serve more working families across Dubuque County.

This year also marked the transition of the Business Champions for Child Care initiative to the Community Foundation of Greater Dubuque, ensuring this vital program continues to grow and sustain the workforce needed for quality child care. These collaborative efforts are helping to expand child care capacity and ensure that families throughout the region have access to the care they need to thrive.



Recognizing the Business Champions for Child Care

John Deere Foundation

Alliant Energy

City of Dubuque

Dubuque Bank & Trust, a division of UMB Bank, n.a.

Diamond Jo Casino

Dupaco Community Credit Union

HODGE

Medline Industries, Inc.

Progressive Processing/Hormel Foods

Q Casino + Resort

Rite-Hite

Theisen Supply, Inc.

UnityPoint Health-Finley Hospital

Woodward Communications, Inc.

Anonymous Corporate Donor

Beyond the employers supporting the Business Champions for Child Care fund, private businesses and communities across Dubuque County are stepping up to expand child care capacity through their own innovative solutions. Greater Dubuque Development applauds **Cottingham & Butler**, **MercyOne**, **Northeast Iowa Community College**, and the **University of Dubuque** for investing in on-site facilities and programs that support working families. We also recognize the **Dyersville Economic Development Corporation**, **Dyersville Area Community Foundation**, and the many local donors and partners who have made the Michael and Jean Knepper Child Care Center a reality — a shining example of how communities can come together to put children and families first.



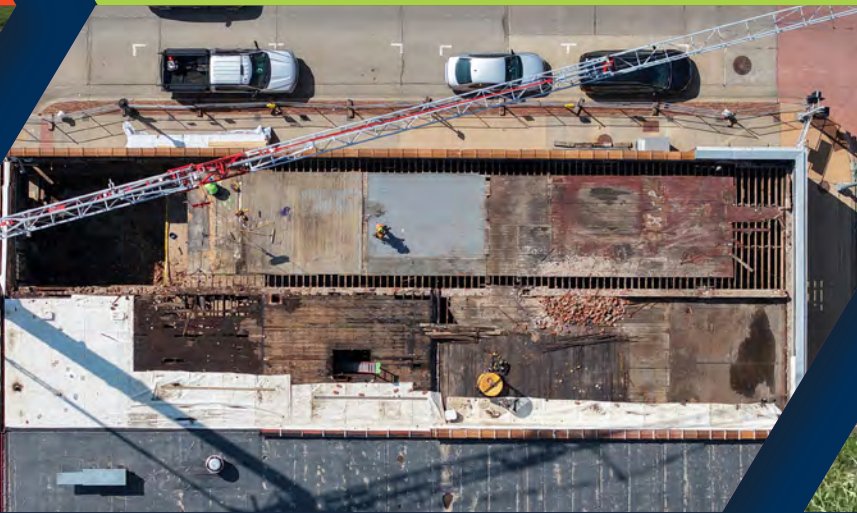
Driving Housing Solutions

Greater Dubuque Development plays a vital role in strengthening the region's housing supply by serving as a trusted partner and connector for developers. While we do not provide direct incentives, our team works closely with developers and local government to help identify sites, navigate site planning, connect to resources, and address concerns with utilities and city services. Through letters of support, strategic connections, and ongoing collaboration, we help move housing projects from concept to groundbreaking — ensuring our growing workforce and community have more quality housing options.

Accelerating Broadband Access

Greater Dubuque Development has been a catalyst in expanding high-speed internet access across the region. Working with the **City of Dubuque**, **ImOn Communications**, **MVLink**, and other partners, we have streamlined planning and permitting, addressed barriers, and connected developers with solutions. This collaborative model maximizes private investment and minimizes public costs — unlocking over \$50 million in private funding to deliver near-universal broadband connectivity for all businesses and residences in Dubuque in 2025. Today, broadband ranks among the top-rated utilities supporting our region's growth.

Business Services



Dubuque Industrial Center West
New Build & Expansion
28,000 square feet
15 new jobs



FEH DESIGN
Downtown Dubuque
Rehabilitation & Relocation
5,000 square feet
10 new jobs

Impacts of FY24-25 Business Expansions Assisted by Greater Dubuque Development

7 New Expansions	325,800 Total Square Feet Added	\$33,539,525 Total Investment	30 Jobs Created
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Dubuque, South End
New Build & Relocation
6,300 square feet
3 new jobs



Dubuque Industrial Center West
New Build & Expansion
30,000 square feet
10 new jobs

Business Services that Drive Growth and Guide Regional Solutions

Our Business Services team conducted **255 InfoAction interviews** with unique employers across the region in 2024–2025, helping them navigate challenges and prepare for future growth. We also hosted Business Services Breakfasts on topics like **succession planning** and **global market connections**, providing insights and resources that empower local leaders to adapt, innovate, and thrive in a changing economy. What we learn through these one-on-one conversations helps shape broader solutions — informing workforce programs, guiding infrastructure improvements, and supporting policy decisions that benefit the entire region.

Workforce Solutions



Pathways to Opportunity

In partnership with Northeast Iowa Community College, Opportunity Dubuque provides tuition-free training for high-demand careers, helping residents gain new skills and employers hire qualified talent. In 2024–2025, **over 245 individuals** completed certificates and moved into better-paying jobs — contributing to more than **3,588 total program completions** since its inception. By partnering with local businesses to align training with workforce needs, Opportunity Dubuque connects graduates to fulfilling careers — strengthening families and fueling economic momentum throughout the Greater Dubuque region.

Rapid Response Support

In addition to our regularly scheduled career fairs, we held an **AccessDubuqueJobs.com** Hiring Fair in September 2024 dedicated to support workers impacted by area layoffs and WARN notices. The event connected **220 job seekers** with **50 employers and resource partners**, helping affected individuals find new opportunities and bolstering our region's workforce resilience and recovery. Held in partnership with IowaWorks, the event exemplified the power of collaboration during times of workforce transition.

College Connection

Our **YOU can be great here** Community College series has engaged **over 1,140 students** from 2024–2025. By offering meaningful experiences that showcase life in the Greater Dubuque region, the series helps students build ties that inspire them to stay here after graduation. In addition to the summer series, the college has connected **78 students** to the community since 2019, supporting their success in 2025 in their efforts to retain young professionals. Through events focused on leadership, networking, and life, we continue to reinforce the vision of Dubuque as a place to build a future.

Celebrating Our 60th Class of Welcoming Newcomers to the Greater Dubuque Region

This year, we proudly celebrated our 60th session of Distinctively Dubuque, a signature newcomer program delivered in partnership with Northeast Iowa Community College. Since 2010, this free, interactive experience has welcomed **over 1,400 new residents**, helping them build connections, discover community assets, and feel at home in the Greater Dubuque region. New this year, a Distinctively Dubuque alumni meetup — coordinated with a local nonprofit fundraising event — brought together past participants and program facilitators to reconnect and strengthen community ties.

Thanks to continued support from the City of Dubuque, Dubuque County, and the DRA, Distinctively Dubuque remains a cornerstone of our efforts to show newcomers that **YOU can be great here**.

“How is there so much opportunity here!? We came and we hoped we could make a splash in the community but had no idea how much potential there is and openness to grow.” — Distinctively Dubuque participant, February 2025



S
Community of Colleges series
m area campuses in 2024—
periences and connections
Dubuque region, the series
ire them to stay and thrive
n, our Talent Dubuque
34 interns to the broader
g **32 unique employers** in
ng talent. Through curated
networking, and quality of
value of choosing Greater
uture.



AccessDubuqueJobs.com is made possible through a partnership between TH Media and Greater Dubuque Development Corporation, supported by the investments of our Workforce Solutions Investors. These investors help power our full suite of workforce initiatives — including career fairs, newcomer services, and college student engagement efforts across the region.

Awards & Accolades

2024 Excellence in Economic Development Award



EXCELLENCE IN ECONOMIC
DEVELOPMENT AWARDS

Greater Dubuque Development Corporation was honored with a 2024 Excellence in Economic Development Award from the International Economic Development Council (IEDC) in the Public-Private Partnership category. This international recognition celebrates the success of our Dubuque County Child Care Solutions initiative — a collaboration with Dubuque Initiatives that unites private businesses, public funding, child care providers, and nonprofit partners to tackle our region's child care needs from every angle. This award reinforces our commitment to innovative partnerships that drive real impact in the Greater Dubuque region and delivers on the promise that **YOU can be great here.**

Top 20 of the Best Cities for New College Graduates



Dubuque was named one of the Best Cities for New College Grads in 2025 by human resources software company Checkr — ranking #16 out of 100 cities nationwide and #10 among small cities (under 200,000 residents). Dubuque was also one of just two Iowa cities to make the small cities top ten, highlighting our region's affordable living, career opportunities, and vibrant lifestyle as a standout choice for graduates launching their careers.

National Spotlight with the Wall Street Journal



The Wall Street Journal's 2025 Summer Travel Guide cast a national spotlight on Dubuque as "the place to be this summer," celebrating our riverfront, the city's unique blend of historic charm, stunning natural beauty, and vibrant cultural energy. The feature highlights Dubuque's authentic local flavor, creative spirit, and the exciting revitalization that continues to shape our community into a must-visit destination.

Greater Dubuque Development Team



Rick Dickinson
President & CEO
30 years of Service



Karen Kluesner
Vice President of
Operations
37 years of service



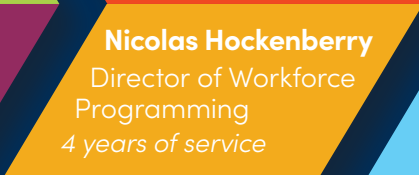
Jason White
Vice President of
Business Services
4 years of service



Mandi Dolson
Director of Workforce
Recruitment & Retention
4 years of service



Daniel McDonald
Director of Existing
Business
25 years of service



Nicolas Hockenberry
Director of Workforce
Programming
4 years of service



Anna Roling
Executive Assistant
2 years of service



Dave Lyons
Strategic Initiatives
Consultant
11 years of service



Jenni Petersen-Brant
Director of
Communications
2 years of service



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Governance & Insight

Executive Committee

Kay Takes, Chairperson

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Poppy Conlon > Conlon Construction Co.

Derek Deuhr > Carpenters Local 678

Jordan Fullan > HODGE

Alana Kennedy > John Deere Dubuque Works

Wayne Kenniker > Dubuque County Board of Supervisors

Brian Rakestraw > DRA/Q Casino + Resort

Wendy Runde > Diamond Jo Casino

Drew Townsend > Dubuque Bank & Trust, a division of UMB Bank, n.a.

Mike Van Milligen > City of Dubuque, City Manager

Dean Wilgenbusch > U.S. Bank

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Justin Mottet > Alliant Energy

Antonio Mouzon > City of Dubuque, Future Leadership Team Representative

Andy Mozena > Premier Bank

Mike Portzen, Jr. > Portzen Construction

Jacque Rahe > Dyersville Economic Development

Pat Ready > Origin Design

Laura Roussell > City of Dubuque, City Council

Zach Shireman > IBEW Local 704

Joseph Splinter > Eide Bailly LLP

Danny Sprank > City of Dubuque, City Council

Jeff Staudenmaier > Black Hills Energy

Jason Weston > Empower, Dubuque County Representative

Chad Wolbers > Crescent Community Health, Dubuque Area Chamber of Commerce Representative

Future Leadership Team

Our Future Leadership Team brings together emerging leaders nominated by their employers to share fresh perspectives on key issues shaping our region's future. Meeting quarterly, these professionals provide valuable input that guide strategies and strengthen our regional competitiveness. To ensure ideas and insights flow both ways, a designee from the Future Leadership Team serves on the Greater Dubuque Development Board of Directors — carrying the group's voice directly to board discussions and bringing board priorities back to the team. This year, the team's conversations focused on Impacted Worker Efforts, Air Service, Retail Strategies, Greater Dubuque's Strategic Planning, and Envision 2030. We appreciate their commitment and vision for a stronger Greater Dubuque.

Chad Breitsprecker > Dupaco Community Credit Union

Nate Breitsprecker > National Mississippi River Museum & Aquarium

Christina Clayton > McGraw-Hill

Troy Cooper > Progressive Processing

Lisa Demmer > Dubuque Community Schools

Staci Duerr > Premier Bank

Amy Edmonds > University of Dubuque

Tyler Freye > Alliant Energy

Felicia Gibbs > Eide Bailly

Greg Greazel > John Deere Dubuque Works

Katie Hanten > MercyOne Dubuque Medical Center

Allison Hinga > TH Media

Tony Hoefelmeyer > Black Hills Energy

Andrew Katrichis > U.S. Bank

Matt Kramer > MidwestOne Bank

Tucker LaBelle > Clarke University

Marty Maiers > Q Casino + Resort

Josh McQuillen > Capra Bank

Jennifer Mond > HODGE

Jon Moore > MedOne Pharmacy Benefit Solutions

Antonio Mouzon > City of Dubuque, Greater Dubuque Development Board Member

Gina Noel > Loras College

Adam Portzen > Portzen Construction

Amanda Ramler > Great River Learning

Samantha Reed > Medical Associates Clinic, P.C.

John Sanchez > Boyd Gaming

Jon Sarrazin > McCoy Group

Shara Sparrgrove > Northeast Iowa Community College

Jack Studier > East Central Intergovernmental Association

Gretchen Tucker > UnityPoint Health-Finley Hospital



Greater Dubuque Development Investors



With sincere appreciation, we recognize the valued investors of Greater Dubuque Development Corporation for 2024–2025. These dedicated partners are more than investors—they are collaborators in driving growth, innovation, and opportunity across the Greater Dubuque region. Together, we are generating measurable economic outcomes and creating a stronger, more prosperous future for our communities.

Private Sector

Addoco, Inc.
Advance Precast Company
Alliant Energy
American Realty of Dubuque
Andersen Windows & Doors
AssuredPartners Great Plains dba The Friedman Group
BARD Materials
Behnke Enterprises Inc.
Betty Jane Candies
Black Hills Energy
Bodine Electric Company
BTS Inc.
Buesing & Associates, Inc.
Callahan Construction, Inc.
Capra Bank
Cascade Manufacturing Co.
Clarke University
Conlon Construction Co.
Cottingham & Butler
Crescent Electric Supply Company
Diamond Jo Casino
DRA/Q Casino + Resort
Dubuque Area Chamber of Commerce
Dubuque Bank & Trust, a division of UMB Bank, n.a.
Dubuque Homebuilders & Associates
Dubuque Hose & Hydraulic
Dubuque Initiatives
Dubuque Screw Products, Inc.
Dubuque Stamping & Mfg., Inc.

Dupaco Community Credit Union
Dyersville Economic Development Corporation
Eagle Point Solar
East Central Iowa Association of REALTORS
Edwards Cast Stone
Eide Bailly LLP
Empower
Engineering Services & Products Company
Equity Real Estate Group LLC
Eyedea Optical
FEH Design
Fidelity Bank & Trust
Flexsteel Industries, Inc.
Giese Companies
Green Industrial Supply, Inc.
GreenState Credit Union
GRONEN
Happee Smith Productions
Hartig Drug
HODGE
Honkamp, P.C.
HTLF, a division of UMB Bank, n.a.
IBEW Local #704
ImOn Communications
Infrastructure Technology Solutions (ITS)
Inventory Trading Co.
ITC Midwest, LLC
John Deere Dubuque Works
Kane, Norby & Reddick, P.C.
Kendall Hunt/Westmark Enterprises/Great River Learning

Kennedy Mall
Kintzinger, Harmon, Konrardy PLC
Klauer Manufacturing Company
Kloekner Metals Corporation
Kunkel & Associates, Inc.
Lamar Advertising of Dubuque
Lime Rock Springs Co.
Loras College
M&M Sales Enterprises, Inc.
Maquoketa Valley Rural Electric
McCullough Creative
McDermott Excavating
McGraw-Hill Education
Medical Associates Clinic, P.C.
MedOne
MercyOne Dubuque Medical Center
Michelin
MidWestOne Bank
Mulgrew Oil & Propane
NetSmart Inc.
Northeast Iowa Community College
O'Connor & Thomas, P.C.
Origin Design
Paulson Electric
Platinum Supplemental Insurance
Portzen Construction, Inc.
Premier Bank
Premier Property Management Group LLC
ProPulse, a Schieffer Company
Red Tree Realty of Keller Williams Midwest Partners
Richardson Motors

River City Paving
Rousselot, Inc.
Simmons Food, Inc.
Spahn & Rose Lumber Company
SpecCast
Terracon Consultants, Inc.
The Adams Company
The McCoy Group, Inc.
The Metrix Company
Theisen Supply, Inc.
TRICOR Insurance
TriState Quality Metals
Tucker Freight Lines
Unison Solutions, Inc.
Union-Hoermann Press
United Brotherhood of Carpenters & Joiners Local 678
UnityPoint Health – Finley Hospital
Universal Tank & Fabrication
University of Dubuque
U.S. Bank
Vanguard, Inc.
WHKS & Co.
Woodward Communications, Inc.

Public Sector

City of Asbury
City of Dubuque
City of Dyersville
City of East Dubuque
City of Peosta
Dubuque County

Workforce Solutions Investors



Being a Workforce Solutions Investor means partnering with Greater Dubuque Development and TH Media to power the talent pipeline of tomorrow. These investors make it possible to deliver award-winning workforce initiatives that welcome newcomers, connect job seekers and employers through tools like AccessDubuqueJobs.com, and engage the next generation of talent through our Community of Colleges network. Their commitment drives lasting impact across recruitment, retention, and workforce development in the Greater Dubuque region.

1800Tshirts	Design Build Structures	Grant Regional Health Center	MercyOne Dubuque Medical Center	Simmons Pet Food
AARP Foundation	Diamond Jo Casino/Boyd Gaming	Greater Dubuque Development Corporation	Mi-T-M Corporation	Sisters of Charity, BVM
ACC Premiere	DigiFarm VBN	Green Industrial Supply, Inc	Michelin	Sisters of the Presentation of the BVM
Access Systems	Double L Group, LLC	GreenState Credit Union	Midwest Janitorial Services	Smart Retract, Inc.
Advance Pump & Equipment Inc.	Dubuque Arboretum & Botanical Gardens	Habitat for Humanity Dubuque and Jackson Counties	Modernfold, Inc.	Southwest Health Center
Advanced Directional Drilling	Dubuque Community School District	Harris Golf Cars	Molo Companies	Southwest Wisconsin Technical College
Alliant Energy	Dubuque Community Y	Hawkeye Area Community Action Program	Monastery Candy, Inc.	Spahn & Rose Lumber Company
Ancor	Dubuque County	Hawkeye Care Center of Dubuque	Morrison Bros. Co.	Steeple Square
Andersen Window & Doors	Dubuque County Fairgrounds & Event Center	Hillcrest Family Services Child Care	Mount Carmel Bluffs	Stonehill Communities
Aquin Little Angels	Dubuque Fire Equipment Inc.	Hills & Dales	Mulgrew Oil & Propane	Stu's Home Improvement Outlet
Area Residential Care	Dubuque Montessori Schools	Hirschbach	National Mississippi River Museum & Aquarium	Suttner America Company
AssuredPartners Great Plains dba The Friedman Group	Dubuque Museum of Art	HODGE	Nordstrom	Tama USA
BAC CPA	Dubuque Regional Humane Society	Holy Family Catholic Schools	Northeast Iowa Community College	TH Media
BARD Materials	Dubuque Screw Products	Holy Trinity Lutheran Church/Noah's Ark Child Development Center	Northwestern Mutual	The Adams Company
Bethany Home	Dupaco Community Credit Union	Home + Floor Show	Oak View Group/Grand River Center	The Fountain of Youth
Bimbo Bakeries USA	DuTrac Community Credit Union	Honkamp, P.C.	O'Connor, Brooks, & Co., P.C.	The Kid Project
Black Hills Energy	Eagle Point Software	IBEW Local Union #704	O'Connor & Thomas, P.C.	The McCoy Group, Inc.
Blackrock Fabrication	Eagle Point Solar	IBI Scientific	Operation Empower	The Metrix Company
Bluff Strokes Art Center	East Central Intergovernmental Assoc.	ImOn Communications	Origin Design	Theisen Supply, Inc.
Bodensteiner Implements Company	East Dubuque Nitrogen Fertilizers, LLC	Innovative Ag Services	PBS Systems	Travel Dubuque
Bodine Electric Company	Edwards Cast Stone	John Deere Dubuque Works	Platinum Supplemental Insurance	TRICOR Insurance
Carlisle Ryan Digital Print & Services	Eide Bailly LLP	Kendall Hunt/Westmark Enterprises/Great River Learning	Portzen Construction, Inc.	Tucker Freight
Cascade Manufacturing Co.	EIMCo Inc.	Key West Early Childhood Center	Prairie Farms Dairy, Inc.	Uelner Precision Tools & Dies, Inc.
Cattfish Charlies & American Lady	Emmaus University	Klauer Manufacturing Company	Premier Bank	Unified Therapy Services
City of Dubuque	Engineering Services & Products Company (FarmTek)	Kunkel & Associates, Inc.	Premier Tooling & Manufacturing, LLC	UnityPoint Health - Finley Hospital
City of Dyersville	Express Employment Professionals	Little Rascals Preschool & Daycare	Premium Plant Services	Universal Tank & Fabrication
Clarke University	EXIT Realty Unlimited	Little Treasures Daycare & Preschool	Progressive Processing/Hormel Foods	University of Dubuque
Colony Brands	Fastenal Company	Loras College	Q Casino + Resort	University of Wisconsin - Platteville
Community Foundation of Greater Dubuque	FedEx Ground	M&M Sales	Rainbo Oil Company	Vanguard, Inc.
Conlon Construction Co.	FEH Design	Managed Solutions Group	Revolution Lightboards	Veenstra & Kimm, Inc.
Cottingham & Butler	FGH Delivery	McCullough Creative	RIE Coatings	Wartburg Theological Seminary
Crescent Community Health Center	Fidelity Bank & Trust	McGraw-Hill Companies	Rite-Hite Corp.	Webber Metal Products, Inc.
Crescent Electric Supply Company	Flexsteel Industries, Inc	Medical Associates Clinic, P.C.	River City Logistics	Welu, Inc.
CROWN Cork & Seal	Frog Hollow Kids Campus	Medline Industries, Inc.	Rousselot, Inc.	Woodward Communications, Inc.
Cummer Masonry Inc.	Grainwell Puffed Grains	MedOne Pharmacy Benefit Solutions	RT&T Enterprises Inc.	Young-Uns Preschool & Childcare Center
Days Inn by Wyndham	Grand View Methodist Church		Sedgwick, CMS	Zero Zone, Inc.
Decker Precision Machining			Sedona Staffing Services	

Powered by Partnership

Special Thank YOU

As part of this year's **Driven by Purpose, Powered by Partnerships** theme, we asked key partners to share how collaboration drives the community's success. Thank you to the organizations and individuals who lent their voices to our annual meeting partnership video — your insights highlight what we can accomplish together.

Nicole Breitbach > Area Manager-Local Government & Community Affairs, ITC | **Kathy Buhr** > Vice President of HR & Continuous Improvement, Q Casino + Resort / DRA | **Mayor Brad Cavanagh** > City of Dubuque | **Kristin Dietzel** > Board Member, Dubuque Initiatives | **Molly Grover** > President & CEO, Dubuque Area Chamber of Commerce | **Mae Hingtgen** > Executive Director, East Central Intergovernmental Association | **Amy Lasack** > Vice President-Business and Community Solutions, Northeast Iowa Community College | **Harley Pothoff** > Supervisor, Dubuque County Board of Supervisors | **Jacque Rahe** > Executive Director, Dyersville Economic Development Corporation | **Tom Woodward** > President & CEO, Woodward Communications, Inc. | **Nancy Van Milligen** > President & CEO, Community Foundation of Greater Dubuque

Collaboration is at the heart of everything we do. Throughout this annual report, we've recognized many of the organizations, businesses, and community groups who partner with us to drive progress across the region. These partners in progress represent a diverse and committed network that spans sectors, communities, and industries — **all united by a shared purpose: making the Greater Dubuque region a vibrant community of choice.**

It is often said that partnership is the secret sauce behind how things get done here — and we could not agree more. From major initiatives to everyday problem-solving, the success stories in this report are a direct result of collaboration and shared commitment.

Maintaining and growing this network of partners is how we will continue to deliver on the promise that **YOU can be great here** — for every business, every community, and every individual in the Greater Dubuque region. If you are not yet connected with us, we invite you to reach out. Whether you are a new business, a community organization, or someone with a big idea, there is a role for **YOU** in shaping what is next.



With the close of our 40th anniversary year, we retire our commemorative mark but carry its legacy forward. For 40 years, Greater Dubuque Development Corporation has been the catalyst for growth, collaboration, and community success — and now, we call on partners old and new to help us write the next chapter. Together, we will drive bold ideas, foster resilience, and build a Greater Dubuque region for generations to come.





Greater Dubuque

DEVELOPMENT CORP.

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**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of August 4, 2025; Airport Commission of April 22, May 27, and June 24, 2025; Arts and Cultural Affairs Advisory Commission of June 24, 2025; Civil Service Commisison of June 11, 2025; Housing Commission of April 1, 2025; Resilient Community Advisory Commission of June 5, 2025; Zoning Advisory Commission of July 2, 2025; Proof of Publication for City Council Proceedings of July 7, July 14, and July 21, 2025.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. 8 4 25 City Council Minutes
2. Airport Commission Minutes of April 22 2025 (1)
3. Airport Commission Minutes of May 27 2025
4. Airport Commission Minutes of June 24 2025 (1)
5. Arts and Cultural Affairs Minutes
6. Civil Service Minutes
7. Resilient Community Advisory Commission Minutes
8. Zoning Advisory Commission Minutes
9. Proof of Publication for 7.14.25 City Council Meeting
10. Proof of Publication for 7.7.25 City Council Meeting
11. Proof of Publication for 7.21.25 City Council Meeting

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

The Dubuque City Council met in regular session at 6:30 p.m. on August 4, 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; Assistant City Attorney Lehman.

Absent: City Manager Van Milligen

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 clarified the role call order for the meeting due to an error on the agenda.

CONSENT ITEMS

Jones requested Item No. 9 and Cavanagh requested Item No. 14 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item Nos. 9 and 14. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of July 21, 2025; Community Development Advisory Commission of June 25, 2025; Historic Preservation Commission of June 17, 2025; Housing Commission of April 1, 2025; Zoning Board of Adjustment of June 26, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Toni Eckstein for property damage; Daniel Healy for vehicle damage; Harrison Runde for property damage; Schumacher Pool and Spa LLC for vehicle damage; Frank Washington for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Toni Eckstein for property damage, Carol Oberfoell for vehicle damage, Harrison Runde for property damage; Frank Washington for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 251-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Approval of 2024 City Council Official Proceedings: Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2026 Contracted Services Agreements: City Manager recommended City Council approve the Fiscal Year 2026 Contracted Services Agreements with Community Solutions of Eastern

Iowa, Four Mounds HEART, and Hawkeye Area Community Action Program. Upon motion the documents were received, filed, and approved.

7. Fiscal Year 2026 Purchase of Services Grant Recommendations & Agreements: Upon motion the documents were received and filed, and Resolution No. 252-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To United Way Of Dubuque Area Tri-States; Resolution No. 253-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Catholic Charities Of The Archdiocese Of Dubuque; Resolution No. 254-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Fountain Of Youth; Resolution No. 255-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Presentation Lantern Center; Resolution No. 256-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Dubuque And Jackson County Habitat For Humanity; and Resolution No. 257-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To St. Mark Youth Enrichment were adopted.

8. Request approval to hire a Lead Paint Healthy Homes Inspector (Limited Term) for the 2024 Healthy Homes Production Grant: Upon motion the documents were received, filed, and approved.

9. Dubuque Police Auxiliary Contract: Motion by Jones to receive and file the documents and approve a one-year contract with the Dubuque Police Auxiliary. Seconded by Sprank. City Council expressed enthusiasm for the return of the auxiliary police and the important service they provide in the community. Motion carried 7-0.

10. Grant of Public Utility Easement from McGuire Property Acceptance: Upon motion the documents were received and filed, and Resolution No. 258-25 Accepting a Grant of Easement for Public Utilities Through, Over and Across Part of Lot 2-2-1-2-2-1 Of Faldorf's Place, in the City of Dubuque, Iowa was adopted.

11. Broadway Sanitary Sewer Improvements Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 259-25 Accepting the Broadway Sanitary Improvements Project and Authorizing Final Payment to the Contractor was adopted.

12. 2025 Maintenance Dredging Project - Award Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 260-25 Awarding Public Improvement Construction Contract for the 2025 Maintenance Dredging Project was adopted.

13. Signed Contract(s): Graymont Western Lime for the Eagle Point Water Plant High Calcium Quicklime. Upon motion the documents were received and filed.

14. Contracted Services Agreement – Crescent Community Health Center: Motion by Jones to receive and file the documents and approve the Contracted Services Agreement with Crescent Community Health Center for Fiscal Year 2026. Seconded by Wethal. Cavanagh announced his intent to abstain from voting on the item due to his wife's employment at Crescent. Although he does not stand to gain financially from the agreement, he opted to recuse himself. Motion carried 6-0 with abstention from Cavanagh.

15. FY26 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan: Upon motion the documents were received, filed, and approved.

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. Water System Improvements 2024 North English Road Water Main Extension Project - Adjusted Public Hearing Date: Upon motion the documents were received and filed and Resolution No. 261-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 18, 2025 in the Historic Federal Building.

2. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3: Upon motion the documents were received and filed and Resolution No. 262-25 Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.3 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.3 For Said District was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

3. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4: Upon motion the documents were received and filed and Resolution No. 263-25 Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.4 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.4 For Said District was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Building Code Advisory and Appeal Board: One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley). Applicant: Nathan Wardle, 2725 Pleasant View Dr. Wardle spoke in support of his application.

2. Civil Service Commission: Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting. Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25). Applicants: Julie Bockenstedt, 2475 Cherry St.; Barbara Liskey, 2763 Lamotte Dr.; Randall Ludwitz, 867 Barbaralee; Brian Neises, 1841 Phyllrich Dr.; and Darcy VanOstrand, 1222 Lincoln Ave. Krueger and Ludwitz spoke in support of their applications. Breitfelder stated that written input was received from Bockenstedt.

3. Housing Commission: Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld). Applicants: Rick Baumhover, 601 Garfield Ave. and Rick Merfeld, 2718 Andrew Ct. Breitfelder stated that written input was received from Baumhover.

Appointments were made to the following boards/commissions.

1. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Katie Bailey, 1085 West 5th St. Motion by Roussell to appoint Bailey to the term. Seconded by Wethal. Motion carried 7-0.

PUBLIC HEARINGS

1. Auburn-Custer Utility and Roadway Reconstruction Project: Motion by Jones to receive and file the documents and adopt Resolution No. 264-25 Auburn-Custer Utility and Roadway Reconstruction Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Wethal. Farber announced her intent to abstain from voting due to owning property in the affected area. Motion carried 6-0 with abstention from Farber.

2. North Schmitt Island Collection System Project – Contract #1 Contracting Services Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 265-25 North Schmitt Island Collection System Project – Contract #1: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Sprank. City Council highlighted the project's significance to the island's future development. Motion carried 7-0.

3. Approving the Lease Agreement Between The City of Dubuque and The LAMAR Companies: Motion by Jones to receive and file the documents and adopt Resolution No. 266-25 Approving The Lease Agreement by and Between the City of Dubuque and the LAMAR Companies for Real Property Located on White Street. Seconded by Wethal. In response to questions, City Engineer Gus Psihoyos explained that the gross revenue from billboard advertising refers to the income generated from renting the sign. Psihoyos and Lehman confirmed that the agreement is comparable to the lease the company previously held with Dubuque County and appears consistent with past agreements. Motion carried 7-0.

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., spoke regarding Action Item No. 2, expressing concerns about the timing of the proposed increases and questioning if a public hearing was required since it's a budget related action.

ACTION ITEMS

1. Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage - Recommendation of Award to Keeley Restoration Services, LLC.: Motion by Sprank to receive and file the documents and adopt Resolution No. 267-25 Awarding Public Improvement Construction Contract For The 2025 Repair And Maintenance Of The Iowa Street Parking Garage. Seconded by Farber. In response to questions, Project Manager Jim Bousley stated that maintaining the City's existing parking lots is more cost-effective than rebuilding them and noted that the City has data on their current condition from previous studies. City Council Members thanked staff for their work on the project, emphasized the importance of the repairs needed, and suggested that future discussions about parking would be beneficial. Motion carried 7-0.

2. FY2026 Police Supervisor Wage Compression: Motion by Jones to receive and file the documents and approve a pay increase for non-bargaining Police Command Staff to avoid wage compression

between bargaining unit positions and non-bargaining Command Staff. Seconded by Wethal. City Manager Van Milligen joined virtually to respond to questions. He acknowledged that the adjustment should have been addressed during the budget process but was inadvertently overlooked. Funding for the change was identified through the department's 15 current vacancies. Lehman clarified that the funds for the wage increases had already been allocated, so they do not impact the tax rate or involve transferring resources from another department, and therefore a public hearing is not required. Chief of Police Jeremy Jensen confirmed that the Police Department will monitor for potential compression issues going forward. Van Milligen elaborated that the City is using insights from its recently completed compensation and classification study to help ensure fair employee compensation. City Council Members emphasized public safety as a top priority and recognized the need to support staff advancement through wage increases, though there were differing views on the appropriate timing for implementing them. Some felt that not making the changes outside the budget cycle could negatively impact the City, while another perspective raised concerns about the potential for additional unforeseen changes and how best to manage them. Motion carried 6-1 with Resnick voting nay.

3. 2027 and 2028 Engine Contracts: Motion by Roussell to receive and file the documents and approve the pre-payment purchase for the two fire department engines in FY2026 for an estimated delivery of August- December 2027 (FY 2028). Seconded by Wethal. City Council Members praised the department for identifying this cost-saving option and stressed the importance of continued pre-planning for future purchases. Motion carried 7-0.

4. Central Avenue and White Street Corridor Design Phase 1; Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing a request for qualifications (RFQ) to hire a consultant to assist with the design of Central Avenue and White Street Corridor Design Phase 1. Seconded by Farber. In response to questions about consultant fees, Psihoyos explained that the selected consultant will submit a proposed scope of services that includes associated costs. If the City is unable to negotiate a fair price, it will proceed with the second-choice consultant. Funding for the service has already been budgeted by the department. Motion carried 7-0.

5. Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork) Consulting Engineering Services RFQ Award: Motion by Jones to receive and file the documents and approve negotiating and executing a contract with HDR Engineering for engineering services for the design of the Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork). Seconded by Wethal. In response to questions, Psihoyos stated that detailed discussions on the project scope are forthcoming and noted that staff have no concerns about using different consultants for Phases 3 and 4. City Council Members expressed support for the project and referenced examples where HDR Engineering and Foth Infrastructure & Environment successfully collaborated on different phases of past projects. Motion carried 7-0.

6. Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork) Consulting Engineering Services RFQ Award: Motion by Sprank to receive and file the documents and approve negotiating and executing a contract with Foth Infrastructure & Environment for engineering services for the design of the Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork). Seconded by Wethal. Motion carried 7-0.

7. Track Line Sanitary Sewer Reconstruction Project Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing an RFQ to hire a consultant to assist with the development of the Track Line Sanitary Sewer Reconstruction Project. Seconded by Wethal. Responding to questions, Psihoyos stated that if the ground near the

railroad cannot be utilized for the project, then staff may consider a force main system. He confirmed that the project is currently on schedule. Motion carried 7-0.

8. Request Additional FTE for Field Engineering Technician I or II (Engineering Water Resources Team): Motion by Roussell to receive and file the documents and approve an additional full time employee (FTE) for a Field Engineering Technician I (NB10) or II (NB11) for the Engineering Water Resource Team within the Engineering Department using budgeted CIP funds from several significant, multi-year projects: Old Mill Road Lift Station Projects: Phase I – Lift Station Site; Phase II – Fore Main; and Catfish Creek Sanitary Sewer Interceptor Projects: South Fork – Phase 4; and Middle Fork – Phase 3. Seconded by Wethal. Psihoyos explained that the Engineering Department is currently understaffed to effectively oversee multiple major projects and that adding a staff member would reduce the department's reliance on consultants, resulting in cost savings. Motion carried 7-0.

9. Approval of Five Flags Civic Center Management Agreement Amendment #1: Motion by Roussell to receive and file the documents and approve the Five Flags Civic Center Management Agreement Amendment #1. Seconded by Wethal. In response to a question about the legality of including this item with less than 24 hours' notice, Lehman explained that Iowa Code Chapter 21 allows it when, for good cause, it is impossible or impractical to provide at least 24 hours' notice. Lehman explained he was contacted by OVG late in the afternoon on August 1 regarding an issue with the retail alcohol license application for Five Flags. Under the current management agreement, event revenue, which is defined to include alcohol revenue, grants the City more than a 10% interest. This level of interest classifies the City as an owner under State of Iowa regulations, requiring its inclusion on the retail alcohol license application. If OVG were to submit a new application listing the City as an owner, it could take one to three months for approval. However, due to a scheduled event this week, timely license approval is necessary. To avoid classification as an owner, the City has proposed an amendment to limit its share of alcohol revenue to 9.9%. The revenue will be held in escrow while a long-term solution is determined. When asked why this issue was not identified earlier, Lehman stated that the State may now be reviewing applications more closely or that the wording in the current agreement differs from previous ones. He noted that the original agreement did not specify a percentage of revenue and clarified that retail alcohol licenses are tied to specific premises. Any future changes to the management agreement will be brought to City Council for approval. OVG's Ryan Bonifas stated that they were previously unaware of the State's interpretation that the City's revenue share made it an owner under the retail alcohol license requirements, and noted they had been working on the application for two months. Regarding potential implications for the City's agreement with the Dubuque Racing Association (DRA), it was clarified that the DRA leases property from the City and is therefore considered the owner for licensing purposes. City Council Members expressed support for the amendment and noted that further clarification from the State would be helpful. Motion carried 7-0.

10. Work Session Request: Unified Development Code Update: Technical Review Report: Motion by Jones to receive and file the documents and schedule the work session for August 27, 2025, at 6:30 p.m. Seconded by Roussell. It was mentioned that the work session was being requested on a non-Council meeting night. Motion carried 7-0.

11. Work Session Request: Report on Development and Outcomes of Serve Dubuque Program: Motion by Resnick to receive and file the documents and schedule the work session for September 15, 2025, at 5:15 p.m. Seconded by Farber. Motion carried 7-0.

12. Work Session Request: Imagine Dubuque Update: Motion by Roussell to receive and file the documents and schedule the work session for September 15, 2025, at 5:45 p.m. Seconded by Resnick. Motion carried 7-0.

13. City of Dubuque Data Center and Information Technology Department Ribbon-Cutting Video: Motion by Farber to receive and file the documents and view the video. Seconded by Sprank. A highlight video of the ribbon-cutting to celebrate the completion the City of Dubuque Data Center and IT Department offices at the Bright Minds campus at 7850 Chavenelle Dr. was shown. It can also be viewed on the City's YouTube channel at <https://youtu.be/7lXcNkg5gwl>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on attending the New Horizon Academy ribbon cutting, Community Impact Director Antonio Mouzon being named a Telegraph Herald Rising Star, a walk he took with former State Representative Chuck Isenhardt along Kaufmann Ave. to discuss stormwater management, the Art on the River opening reception, and the upcoming congressional staff visit.

Sprank reported on attending a DRA board meeting, the Dubuque Miracle League Battle of the All-stars game, Centrally Rooted's open house, DubuqueFest, and speaking at the Art on the River reception.

Farber reported on the Miracle League game and attending a Federal Communications Committee (FCC) committee meeting.

Roussell reported on volunteering at the ticket booth at the Dubuque Farmer's Market.

Wethal reported on the Miracle League game, the Dubuque Museum of Art's recent meeting in their temporary location in the Dupaco Voices building, and participating in Community Solutions of Eastern Iowa's (CSEI) and East Central Intergovernmental Association's (ECIA) point in time (PIT) count and the housing inventory count (HIC).

Resnick reported on attending the Art on the River reception.

Cavanagh reported on attending the Dubuque County Fair, the ribbon cutting for Westbrook Park, the Miracle League game, a recent visit from a Federal Housing and Urban Development official, and the upcoming National Night Out Event.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:19 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:09 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:09 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, April 22, 2025
4:00 p.m.
Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Doug Brotherton (on phone), Mariann Kurtz Weber, Michael Phillips, Bob Woodward

ABSENT: None

STAFF: Todd Dalsing, Dan Klaas (on phone), Jenny Messerich, Eric Scott

GUESTS: University of Dubuque students (in person)

AIRPORT COMMISSION MINUTES

Commissioner Bob Woodward moved to approve the minutes of the March 25, 2025 meeting. Commissioner Mariann Kurtz Weber seconded the motion. The motion passed unanimously.

PUBLIC INPUT

None.

ACTION ITEMS

1. AIP 78 Closeout

Commissioner Mariann Kurtz Weber moved to approve Resolution No. A900-1-2025 Accepting the AIP 78 Relocate Taxiway A – Phase 2 Project and Submit Closeout Documentation to the Federal Aviation Administration. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

2. AIP 81 Closeout

Commissioner Bob Woodward moved to approve Resolution No. A1000-1-2025 Accepting the AIP 81 Reconstruction of the GA Ramp – Phase 1 Project and Submit Closeout Documentation to the Federal Aviation Administration. Commissioner Mariann Kurtz Weber seconded the motion. The motion passed unanimously.

3. AIP 84 Authorize to bid, establish public hearing

Commissioner Mariann Kurtz Weber moved to approve Resolution No. A1100-1-2025 Preliminary Approval of Plans, Specifications, Form of Contract and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids for Relocate Taxiway A – Phase 4 Design and Build Project and Resolution No. A1100-2-2025 Authorizing an Agreement for Engineering Services for Relocate Taxiway A – Phase 4 Design and Bidding Project. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

4. CSVI/AIP State Application

Commissioner Bob Woodward moved to approve Resolution No. A1200-1-2025 Endorsement of Commercial Service Vertical Infrastructure (CSVI) FY2026 Application for the Dubuque Regional Airport Commission. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

5. ASD State Application

Application provided to Commission. No resolution needed.

STAFF REPORTS

Airport Director Todd Dalsing provided the monthly staff reports.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is May 27, 2025.

The meeting was adjourned at 4:54 p.m.

Minutes respectfully submitted by Jenny Messerich.

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, May 27, 2025
4:00 p.m.
Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Mariann Kurtz Weber (on phone), Michael Phillips, Bob Woodward

ABSENT: Doug Brotherton

STAFF: Todd Dalsing, Dan Klaas (on phone), Jenny Messerich, Eric Scott (on phone)

GUESTS: University of Dubuque students (in person)

AIRPORT COMMISSION MINUTES

Commissioner Bob Woodward moved to approve the minutes of the April 22, 2025 meeting. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

PUBLIC INPUT

None.

ACTION ITEMS

1. AIP 77 Solar Project Accept Construction

Commissioner RJ Blocker moved to approve Resolution No. A1300-1-2025 Closing the Construction Portion of AIP 77 Install PV (Solar) System. Commissioner Mariann Kurtz Weber seconded the motion. The motion passed unanimously.

2. AIP 84 Taxiway Alpha Construction Phase 3

Commissioner Bob Woodward moved to open the public hearing. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

Commissioner Bob Woodward moved to close the public hearing. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

Commissioner Bob Woodward moved to approve Resolution No. A1100-3-2025 Authorizing FAA Grant Agreement for AIP 84 Relocate Twy A – Construction Phase 3 and

Resolution No. A1100-4-2025 Awarding Public Improvement Contract for Relocate Twy A – Construction Phase 3 Project. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

STAFF REPORTS

Airport Director Todd Dalsing provided the monthly staff reports.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is June 24, 2025.

The meeting was adjourned at 4:39 p.m.

Minutes respectfully submitted by Jenny Messerich.

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, June 24, 2025
4:00 p.m.
Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Doug Brotherton, Mariann Kurtz Weber, Michael Phillips, Bob Woodward

ABSENT: None

STAFF: Todd Dalsing, Dan Klaas (on phone), Mark Beasley (on phone), Jenny Messerich, Eric Scott (on phone)

GUESTS: University of Dubuque students (in person and on phone), KCRG staff (on phone)

AIRPORT COMMISSION MINUTES

Commissioner Bob Woodward moved to approve the minutes of the May 27, 2025 meeting. Commissioner Doug Brotherton seconded the motion. The motion passed unanimously.

PUBLIC INPUT

None.

ACTION ITEMS

1. FY2025 Airport Budget

Commissioner Doug Brotherton moved to approve Resolution No. A1400-1-2025 Authorizing Airport Director to Allocate FY2025 Revenues to the Airport's FY2026 Budget According to FAA Revenue Use Policy. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

STAFF REPORTS

Airport Director Todd Dalsing provided the monthly staff reports.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is August 12, 2025.

The meeting was adjourned at 5:04 p.m.

Minutes respectfully submitted by Jenny Messerich.

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, June 24, 2025

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

Regular Meeting

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

Commissioners Absent:

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

Public Present: Jenni Peterson-Brant

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 3:43 PM.

2. **Roll Call**

Roll call was skipped due to no public being present at the start of the meeting.

3. **Review and Approve Minutes from May 27, 2025.**

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

4. **Status Reports from Staff for Review and Acceptance**

SPURLING reported that the proposed Commission ordinance changes are still with the City's legal department for review.

SPURLING shared that plans for the Art on the River opening reception on August 1, 2025, are progressing. The committee is continuing to meet to solidify everything ahead of the reception.

5. Updates from Master Plan Working Groups

Nothing new to report currently.

6. Old Business

a. Commission Strategic Plan Goals- Reporting and Discussion

Nothing new to report currently.

7. New Business

a. FY'26 Grant Funding Recommendations

SPURLING presented the scoring and funding recommendations for the Operating Support and Special Projects Grant Programs. The Operating Support Grant had twenty eligible organizations, with operating expenses ranging from \$20,607 to \$1.93 million, applying for this year's funding cycle, collectively requesting \$331,244 in support. The Special Projects Grant Program received 12 eligible applications collectively requesting \$80,050. Discussion continued between the Commissioners about the two funding options that were presented for each grant program.

CHAVENELLE motions to recommend Option B for the FY'26 Operating Support Grant Program and roll over the remaining funds of \$122.84 to FY'27, DAVIS-ORWOLL seconds. No further discussion. Vote unanimously passed.

DONALD motions to recommend Option B for the FY'26 Special Projects Grant Program, HEFEL seconds. No further discussion. Vote unanimously passed.

The Commissioners express their appreciation to the review panels and staff members for their work in helping make these recommendations.

8. Events and Engagement Reporting from Commissioners

Commissioners shared upcoming events that they will be participating in, including Gail CHAVENELLE at the Galena Center for the Arts on June 18, and events at The Lift and Grand Opera House.

9. Public Comment

Jenni Peterson-Brant shared an update about the Dubuque County Fine Arts Society and their new partner organizations. She also provided details about DubuqueFest which will take place August 2 and 3 at Washington Park.

10. Adjourn

Adjournment motioned by DAVIS-ORWOLL seconded by HEFEL at 4:48 PM.

Next meeting(s): Regular Meeting – July 29, 2025.

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

These minutes were passed and approved on July 29, 2025

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

MINUTES

Government Body: CITY OF DUBUQUE CIVIL SERVICE COMMISSION
Date: June 11, 2025
Time: 4:15 PM
Place of Meeting: City Hall – Conference Room B – 50 W 13th St.

Present: Commissioners Carla Heathcote (virtual), Miquel Jackson (virtual), Scott Crabill
Also present: Police Captain Scott Baxter, Fire Division Chief Josh Knepper, Fire Bureau Chief Marty Fitzpatrick.

Commissioner Crabill called the meeting to order at 4:15 p.m.

1. Introductions. New Commissioner Jackson introduced himself, followed by introductions from Heathcote and Crabill. Breitfelder clarified that Jackson's oath of office was previously administered.
2. Election of Chairperson for Civil Service Commission. Motion by Crabill to appoint Heathcote as Chairperson. Seconded by Jackson. Motion carried 3-0.
3. Approval of minutes from the April 9, 2025, meeting. Motion by Heathcote to approve the minutes as submitted. Seconded by Crabill. Motion carried 2-0 with abstention from Jackson.
4. Fire and Police Department Reports. Knepper reported on the department being fully staffed and recent position changes within the department. Baxter reported on ongoing staffing shortages.
5. Commission Worksheet for City Council Goal Setting. Breitfelder summarized the draft worksheet and requested input. The commissioners unanimously agreed with the worksheet as submitted.
6. Certify the list for the position of Police Officer. Motion by Heathcote to certify the list for the position of Police Officer. Seconded by Crabill. Motion carried 3-0.
7. Schedule an entrance examination for the position of Police Officer. Motion by Jackson to set the examination date for August 2, 2025, as recommended. Seconded by Crabill. Motion carried 3-0. Crabill to proctor with Heathcote as backup.
8. Iowa Senate File 311's Impacts on the Civil Service Commission. Breitfelder briefly summarized Iowa Sente File 311, emphasizing the requirement that the commission membership increase to a minimum of 5 members. Breitfelder shared that the June 16 City Council meeting will include an ordinance amendment to increase the number of commissioners to 5 effective August 16, 2025.
9. Adjournment. Motion by Jackson to adjourn at 4:43 p.m. Seconded by Heathcote. Motion carried 3-0.

Submitted by Adrienne Breitfelder, City Clerk

CITY OF DUBUQUE - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 06/05/2025

TIME: 5:01 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, Nolan Bielinski, Dave McDermott

MEMBERS ABSENT: Sanda Evans

STAFF PRESENT: Gina Bell and Michelle Kim

Kohlhaas called the meeting to order at 5:01 pm

TEST AGENDA

MINUTES APPROVAL:

- Kennicker motions to approve March meeting minutes. Bielinski seconds.
Motion to approve carried.

PUBLIC COMMENT: NA

New Business:

1. Update from WRRRC -
 - a. Mr. John Wiley, Industrial pre-treatment coordinator
 - i. A room at the WRRRC was filled with methane and a part of the facility at the WRRRC exploded on December 4th. Once the explosion happened, they had to stop putting methane gas through the pipeline so currently all the methane is being flared off at the WRRRC.
 - ii. WRRRC has a couple of options
 1. A whole new capture system to be put in at the WRRRC – ideally, some of the gas would be used in the boiler room, but the boiler needs major repair after the explosion.
 2. Another option (about a two-year timeline) would be to rebuild and do direct injection into a pipeline
 - iii. Starting in July, companies that have high strength waste (hauled waste) must have a proven backup plan to where they will divert their waste.
 - iv. Good news on the horizon – all four digestors will be cleaned, which will increase capacity at the WRRRC
2. Goals and priorities workshop
 - a. Some priorities we've talked about
 - i. Talking about a GHG reduction goal that goes beyond 2030
 - ii. Permanency for Climate Action Coordinator Position

- b. Some priorities the commission like to add/discuss
 - i. Facilities update for the WRRC, specifically to capture energy and use that money to cover other facility expenses
 - ii. Supporting cost saving measures through regularly scheduled maintenance/energy efficiency updates at city facilities (Building efficiency)
 - iii. Green dining alliance – perhaps an opportunity to support restaurant composting
 - iv. Support for alternative transportation education and implementation
 - v. Insulation inspections for rental properties in Dubuque
- c. Kennicker motion to approve goals and priorities, Boeke seconds. Motion carried.

Old Business:

- A) Subcommittee work – pursue or not?
 - i. Decided to do as needed, but after discussing the goals and priority it seems like the commission has a lot to work on in the next year
- B) Officer Roles – choose chairperson and appoint secretary
 - i. Kennicker as a vice chair for the next meeting, and to be the chair in Kohlhaas absence

Commissioner Reports: How Did I Show Up?

Important Dates

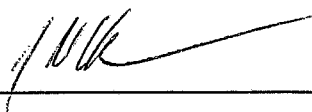
- Dubuque County Watershed clean up, June 7th from 9-11a
- PRIDE!
- ALL that Jazz
- Arboretum concerts
- Dubuque Trees Forever – looking for weeding volunteers for community orchard
- July 1, 2025 – Fiscal Year 2026 begins

Staff updates

- Sustainability staff
 - A new Green Iowa AmeriCorps member was added to our team!
 - Michelle to go to Brunei for the State Department YSEALI program

Next meeting date: The next commission meeting will occur on August 7, 2025, at 5pm at the Jule Operation and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd

ADJOURNMENT: The Commission adjourned at 6:51 pm.

Minutes approved by: 

Jacob Kohlhaas, Commission Chair

Prepared by: 

Michelle Kim, Climate Action Coordinator

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, July 2, 2025

City Council Chambers, Historic Federal Building

Commissioners Present: Vice Chairperson Rich Russell; Commission Members Martha Christ, Carrie Lohrmann, Pat Norton, and Teri Zuccaro

Commissioners Excused: Troy Froistad and Matt Mulligan

Commissioners Unexcused: None.

Staff Members Present: Wally Wernimont, Travis Schrobilgen, and Jason Duba

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

MINUTES: Motion by Zuccaro, seconded by Russell, to approve the minutes of the June 4, 2025 meeting. Motion carried by the following vote: Aye – Lohrmann, Norton, Russell, and Zuccaro; Nay – none; Abstain – Christ.

PUBLIC HEARING/REZONING: Application of Michelle Mihalakis to rezone property located at 2167 Jackson Street from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial zoning district.

Michelle Mihalakis, 2541 Broadway Street, spoke on behalf of the application. She explained that they would like to rezone to C-4 to allow for a detoxification facility. She pointed out that next to this property is a vape, tobacco, and liquor store, and that there are similar stores throughout the neighborhood. She felt that the community needed a positive response to the negative presence of these substances. She said Dubuque does not have such a detoxification facility, so people need go to Cedar Rapids and often have a difficult time arranging travel to and from. She said she held a neighborhood meeting about this proposal, but no one attended. She said it would be a great service to the community.

There was no public input.

Staff Member Schrobilgen detailed the staff report, noting the code would consider this facility as a medical clinic, which is allowed in the C-4 zone. He showed the zoning map and stated that this rezoning would be an expansion of the adjacent C-4 zoning district. He noted the characteristics of the property and surroundings, noting that the small size of the property would limit development opportunities but if it were to be developed then

all current site development codes would apply and a project would need to go through development review. He noted the comprehensive plan promotes mixed use development, and this area is shown as mixed use on the Future Land Use Map.

Vice Chairperson Russell noted there are no off-street parking requirements in the C-4 district, which staff confirmed.

Motion by Norton, seconded by Zuccaro, to recommend approval of the rezoning as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

Commissioner Norton recused himself from the next two items.

PUBLIC HEARING/REZONING: Application of Freddy Kammiller to rezone property located on Bluff Street, PIN 1025401021 from R-2 Two-Family Residential to OR Office Residential zoning district.

Micah Spivey, 2417 Pinehurst Court, and Fred Kammiller, 17436 Kammiller Lane, spoke on behalf of the application. They stated they are seeking to rezone the property to allow a multi-family apartment on what is currently city property. They noted that it would face the existing parking lot to the north and that the Historic Preservation Commission (HPC) approved the design.

Vice Chairperson Russell asked to see elevations of the proposed apartment complex, and staff displayed them. Russell noted design does not pertain to their review.

Russell asked how many units would be in the building, and Spivey replied 20.

There was no public input.

Staff Member Schrobilgen detailed the staff report. He stated that there are two 20-unit apartments being proposed with one to the north on a lot zoned as OR and one on the subject parcel. He noted that the rezoning would be an expansion of the OR existing zone. He said this property is outside the Cathedral historic district, so it does not require historic review, but noted that the north building did go through HPC where they approved the materials, layout, and design. He noted the property was zoned OR in 1975. He pointed out that this is a heavily wooded lot and that the project is currently going through Development Review. He described the uses of the zoning districts under consideration, stating that the comprehensive plan encourages mixed use, and noted this area is shown as mixed use on the Future Land Use Map.

Commissioner Lohrmann asked what “OR” stood for and asked why the table in the staff report noted C-4. Schrobilgen replied that the Office Residential district is intended for adaptive reuse and transitional zones and that the table is accurate except that the header noting C-4 was a scrivener’s error.

Motion by Lohrmann, seconded by Zuccaro, to recommend approval of the rezoning as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Zuccaro, and Russell; Nay – none.

PUBLIC HEARING/REZONING: Application of Dan Miller, Miller Family Property, LLC to rezone property located at 4178 Peru Road from AG Agriculture to R-1 Single-Family Residential zoning district.

Dan Miller, 1013 Patricia Ann Drive, spoke on behalf of the application. He explained that they would like to zone the house and lane as residential. He noted that that this is part of settling his family's inheritance, his brother wants to stay in the house, and they want to sell the farmland separately.

There was no public input.

Staff Member Duba detailed the staff report. He described the surrounding area and noted that this would be an expansion of the adjacent R-1 zoning. He explained that the AG district does not allow a home on its own, so the applicants are seeking to rezone to allow the home to be separate from the farmland zoned AG. He displayed the plat of the land subdivision but noted this was not under the commission's review, though it is in substantial conformance with City Code.

Commissioners had no questions or concerns.

Motion by Christ, seconded by Zuccaro, to recommend approval of the rezoning as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Zuccaro, and Russell; Nay – none.

Commissioner Norton returned to the meeting.

PUBLIC HEARING/TEXT AMENDMENT: Application of the City of Dubuque, text amendment to amend the Unified Development Code C-5 Central Business zoning district requirements for wall and freestanding signs.

Staff Member Duba discussed the application. He noted that the City of Dubuque is seeking to bring the C-5 sign regulations more in line with other zoning districts to address stated needs for additional signage in the district.

He stated the text amendment would increase the wall sign allowance within the C-5 district to:

- Area: 10% of the area of the building wall or 100 square feet per business, whichever is greater
- Number: Unlimited per street frontage, so long as the aggregate square footage does not exceed the allowed area

He noted the following districts which already allow signage up to 10% of building wall area: C-3, CS, CR, LI, HI, and MHI.

He said the text amendment would also extend the area in which ground monument signs are allowed along Main Street all the way from 10th to 4th Streets, where it currently goes from 10th to 8th Streets.

There was no public input.

Commissioners had no questions or concerns.

Motion by Norton, seconded by Christ, to recommend approval of the text amendment as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

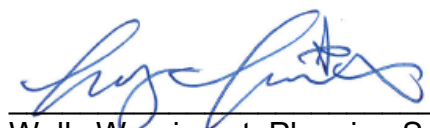
ITEMS FROM STAFF:

- Election of officers
 - The election of officers was scheduled, but commissioners felt moving it to next month when others were present would be better.
 - Commissioner Lohrmann suggested changing the by-laws to hold elections in September.
 - Motion by Christ, seconded by Zuccaro, to table to the August meeting. Motion carried by the following vote: Aye – Christ, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.
- Appointment to Airport Zoning Advisory Commission
 - Russell and Norton stated they were willing to serve on this commission.
 - Motion by Christ, seconded by Russell, to appoint Russell and Norton to the Airport Zoning Advisory Commission. Motion carried by the following vote: Aye – Christ, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

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

The meeting adjourned at 6:30 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

August 6, 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:

07/25/2025

and for which the charge is 73.00

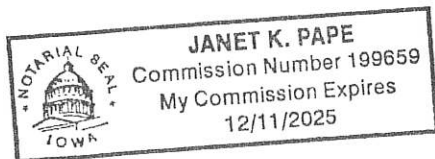


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 25th day of July, 2025



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in regular session at 6:00 p.m. on July 14, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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.

PUBLIC INPUT

DeLano, Cain-Watson, 994 Patricia Ann Dr. - Voiced concern about the impact of removing gender identity protections and the weight of responsibility he believes the council holds, in protecting all Dubuque residents.

Alexander Viner, 12972 Swiss Valley Rd. - Spoke to past experiences with discrimination and advocated for restoration of legal protections.

Jake, Kurczek, 1110 Victoria St. - Acknowledged the rarity and bravery in elected officials admitting fault and encouraged procedural improvements, such as ordinance redlining and involving advisory commissions.

David Heiar, 805 Carriage Hill Dr. - Expressed support for comments made by previous speakers.

Haley Lammer-Heindel, 1145 Mt. Pleasant St. Recalled the historical absence of LGBTQ protections and stressed the importance of reviewing legal changes carefully and with community involvement.

Patricia Mackey, 1353 Atlantic St. Commented on the city's image as a welcoming community and emphasized the value of maintaining inclusive policies.

Nino Erba, 180 West 15th St. Raised concerns about the broader social context and potential increased vulnerability for marginalized groups due to policy changes.

ACTION ITEMS

1. Equity and Human Rights Ordinance Amendment: Motion by Jones to receive and file the documents and rescind Ordinance No. 29-25 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights by Repealing Title 8 Equity and Human Rights and Adopting in Lieu Thereof a New Title 8 Human Rights. Seconded by Wethal.

City Manager Van Milligen offered a direct apology for the administrative oversight that inadvertently resulted in the removal of gender identity from Title 8 through Ordinance No. 29-25, understanding the harm it may have caused to members of the community. The City Manager recommended procedural updates including redlining future ordinances and consulting with relevant boards or commissions prior to a council vote. The City Council expressed regret in not catching the omission of gender identity earlier and how that omission may have affected members of the community. All council members emphasized the need for red-lined documents and thorough staff and commission review before presenting ordinances to the council. Assistant City Attorney Lehman confirmed that gender identity protections were reinstated in the current revised

ordinance under council consideration. Motion carried 7-0.

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 Sprank. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 30-25 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights by Repealing Title 8 Equity and Human Rights and Adopting in Lieu Thereof a New Title 8 Human Rights. Seconded by Sprank. Motion carried 7-0.
ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:15 p.m.

/s/Trish Gleason, MMC, Assistant City Clerk

1t 7/25

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:

07/16/2025

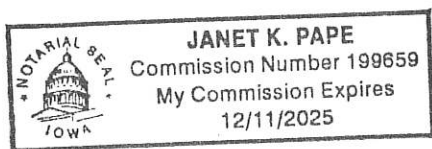
and for which the charge is 354.49



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

this 21st day of July, 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 July 7, 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, Assistant City Attorney Lehman.

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 Four Mounds Foundation.

WORK SESSION

Four Mounds Foundation

Consultant Ellen Goodmann Miller presented on the work of Four Mounds Foundation. Four Mounds Foundation Program Manager Becky Bodish and Lori Appel, whose child Arica participated in Four Mounds programming, also spoke. In response to questions, Bodish shared the benefits of the programs, the foundation's partnership with the City, and the facility's options for hosting events.

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 July 7, 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, Assistant City Attorney Lehman.

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

PRESENTATIONS

1. Governor's Volunteer Award Recognition: Director of Sustainability Gina Bell recognized Jessica Anderschau, Green Iowa AmeriCorps member in the Office of Sustainability, for receiving the Governor's Volunteer Award.

2. Dubuque Area Chamber of Commerce's Chamber Chair Award Recognition: Dubuque Area Chamber of Commerce's President and CEO Molly Grover recognized Airport Director Todd Dalsing for receiving the Chamber Chair Award.

PROCLAMATIONS

1. Dubuque County Fair Week (July 22 - 27, 2025) was accepted by John Bries and Kevin Kotz on behalf of the Dubuque County Fair Association.

CONSENT ITEMS

Roussell requested Item No. 9 be held for separate discussion. Wethal requested Item No. 5 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 5 and 9. Seconded by Farber. Motion

carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of June 16, 2025; Arts and Cultural Affairs Commission of May 27, 2025; Civil Service Commission of January 17, February 12, March 3, March 12, March 20, and April 9, 2025; Community Development Advisory Commission of May 21, 2025; Historic Preservation Commission of May 15, 2025; Library Board of Trustees Update from May 22, 2025; Park and Recreation Commission of May 21, 2025; Resilient Community Advisory Commission of April 23, 2025; Zoning Advisory Commission of June 4, 2025; Zoning Board of Adjustment from May 22, 2025; Proof of Publication for City Council Proceedings of June 2, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Cathleen Avenarius for vehicle damage; Craig Demoss for property damage; Samantha Giglio for vehicle damage; Edward and Carol Marinko for property 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. 231-25 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. Acceptance of the Southgate Drive Sanitary Project: Upon motion the documents were received and filed, and Resolution No. 232-25 Accepting The Southgate Drive Sanitary Improvements Project And Authorizing Final Payment To The Contractor was adopted.

5. Contracted Services Agreements for Fiscal Year 2026: Wethal announced her intent to abstain from voting on Greater Dubuque Development Corporation's (GDDC) Contracted Service Agreement due to her father serving as President and CEO of GDDC. Motion by Jones to receive and file the documents and approve all Contracted Services Agreements except GDDC's. Seconded by Farber. Motion carried 7-0. Motion by Jones to receive and file the documents and approve GDDC's Contracted Service Agreement. Seconded by Farber. Motion carried 6-0 with abstention from Wethal.

6. Contracted Services Agreements Fiscal Year 2026 for Community Foundation of Greater Dubuque Programs: Upon motion the documents were received, filed, and approved.

7. Iowa Department of Transportation PCC Pavement Grade Project Notification Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation (IDOT) notifying the City Council of PCC Pavement grade on US-20 over the Middle Branch Catfish Creek and Chicago, Central and Pacific Railroad. Upon motion the documents were received and filed.

8. 2025 Repair and Maintenance of the Iowa Street Parking Garage Amended Resolution 220-25, Establish New Bid Letting Date: Upon motion the documents were received and filed, and Resolution No. 233-25 Amending Resolution No. 220-25: 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.

9. Signed Contract(s): Roussell announced her intent to abstain voting on the Dubuque Trees Forever Memorandum of Agreement due to her serving on the Dubuque Trees Forever

board. Motion by Jones to receive and file the documents and approve the Memorandum of Agreement with Cornerstone Government Affairs, Inc. Seconded by Wethal. Motion carried 7-0. Motion by Jones to receive and file the documents and approve the Memorandum of Agreement with Dubuque Trees Forever. Seconded by Sprank. Motion carried 6-0 with abstention from Roussell.

10. Adoption of Supplement Number 2025 S-16 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 234-25 Adopting Supplement No. 2025 S-16 To The Code Of Ordinances Of The City Of Dubuque, Iowa 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. 235-25 was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Sprank to receive and file the documents, adopt the resolution, and set the public hearing for July 21, 2025. Seconded by Wethal. Motion carried 7-0.

1. 2025 Maintenance Dredging Project - Initiate Public Improvement Bidding Process: Upon motion the documents were received and filed and Resolution No. 236-25 2025 Maintenance Dredging Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 21, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Transit Advisory Board: One, 3-Year term through July 30, 2028 (Vacant term of Gerdemann). Applicant: Alex Kruse, 3578 Keymont Dr.

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2028. (Expiring Business Professional - lives or works in the cultural and entertainment district term of Hefel). Applicants: Nick Halder, 876 S. Grandview Ave.; Aaron Hefel, 515 1/2 West 8th St.; Sarah Ndagire, 1536 Kehl Ct. Upon roll call vote, Halder was appointed to the term. Hefel received 2 votes (Wethal and Cavanagh), and Halder received the remaining votes.

2. Historic Preservation Commission: One, 3-Year term through July 1, 2028 (Expiring Jackson Park District term of Esser). Applicant: Janice Esser, 1072 Locust St. Motion by Jones to appoint Esser to the term. Seconded by Sprank. Motion carried 7-0.

3. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Gary Wernimont, 736 University Ave. Wernimont was not appointed because no motion was made.

PUBLIC HEARINGS

1. Hold a Public Hearing for Adopting the Public Housing Authority (PHA) Annual Plan: Motion by Resnick to receive and file the documents and adopt Resolution No. 237-25 Authorizing

The Mayor To Execute The Certification By State Or Local Office Of Public Housing Agency (PHA) Plan's Consistency With The Consolidated Plan And Approval Of The PHA Federal Fiscal Year 2025 Annual Plan. Seconded by Wethal. In response to questions, Assistant City Manager and Interim Housing Director Cori Burbach summarized the purpose of the plan. While the plan is presented to the City Council through the annual budget process, its budget shifts each federal fiscal year. The budget can be verified at a later date. Motion carried 7-0.

2. Petition to Vacate Certain Street and Alley Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa For Vacating Petition from Elaine Reiss and Doug Blong: Motion by Sprank to receive and file the documents and adopt Resolution No. 238-25 Vacating Certain Street And Alley Easements In Julien Addition, City Of Dubuque, Iowa and No. 239-25 Disposing Of City Interest In Certain Street And Alley Easements In Julien Addition, City Of Dubuque, Iowa. Seconded by Wethal. After a point of order was made by Jones on whether the motion included adopting both resolutions, Cavanagh confirmed the motion covered both. Motion carried 7-0.

3. Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 240-25 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The 2025 Repair And Maintenance Of The Iowa Street Parking Garage. Seconded by Jones. Project Manager Jim Bousley summarized the project timeline. City Council Members thanked city staff for rebidding the project quickly. Motion carried 7-0.

PUBLIC INPUT

Paul Uzel, 61 N. Algona, spoke about his desire for the City Council to take action in support of Dubuque's immigrant community.

ACTION ITEMS

1. Parks and Recreation Title 10 Chapter 5 Ordinance Amendment Recommendation: 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 Rousseil. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 28-25 Amending City Of Dubuque Code Of Ordinances Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B. Use Regulations, Section 13 Climbing On Fences, Roofs, Section 22 Open Season And Hours Generally, And Article C Section 1 Specific Park Areas, Open Spaces, And Trails Described. Seconded by Roussell. Motion carried 7-0.

2. Recommendation to Update Human Rights Ordinance, Title 8: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 29-25 Amending City Of Dubuque Code Of Ordinances Title 8 Equity And Human Rights By Repealing Title 8 Equity And Human Rights And Adopting In Lieu Thereof A New

Title 8 Human Rights. Seconded by Wethal. Motion carried 5-2 with Jones and Sprank voting nay.

3. Proceedings to Complete Action on the Issuance of \$761,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Green Alley Sponsorship Project: Motion by Farber to receive and file the documents and adopt Resolution No. 241-25 Authorizing and approving a Loan and Disbursement Agreement, providing for the issuance and securing the payment of \$761,000 Storm Water Revenue Bonds, Series 2025 and authorizing the related reduction of the interest rate on the Stormwater Management Utility Revenue Capital Loan Note No. R-1, Series 2019, dated April 12, 2019. Seconded by Resnick. Motion carried 7-0.

4. FY 2026 Arts & Culture Operating Support Grant Funding Recommendation: Motion by Resnick to receive and file the documents and approve the Arts & Cultural Affairs Advisory Commission's funding recommendations for the FY2026 Arts & Culture Operating Support grant applicants. Seconded by Jones. City Council Members highlighted the importance of citizen input on these applications by the commission and how the grants exemplify the benefits of government partnership. Motion carried 7-0.

5. FY 2026 Arts & Culture Special Projects Grant Funding Recommendation: Motion by Roussell to receive and file the documents and approve the Arts & Cultural Affairs Advisory Commission's funding recommendations for the FY2026 Arts & Culture Special Projects grant applicants. Seconded by Sprank. Motion carried 7-0.

6. 2025 ? 2026 AmeriCorps Funding Awarded: Motion by Sprank to receive and file the documents on the funding for the City of Dubuque AmeriCorps program being approved for the third year of Dubuque's competitive grant cycle (September 1, 2025 ? August 31, 2026). Seconded by Farber. Community Impact Director Antonio Mouzon discussed the consequences of losing AmeriCorps funding this program year, including the cancellation of this summer's teen empowerment program. Mouzon highlighted the creation of the Serve Dubuque initiative, which aims to support a limited number of teenagers over the summer. Mouzon noted that other cities have faced the same situation of their AmeriCorps funding being cut for the current program year but reinstated for the upcoming year. City Council Members expressed enthusiasm that funding will be reinstated. Motion carried 7-0.

7. Funding Agreement between City of Dubuque and Dubuque Marina, Inc. - 2024 Boating Infrastructure Tier 1 Grant Dredge Dubuque Marina: Motion by Jones to receive and file the documents and adopt Resolution No. 242-25 Approving The Funding Agreement Between The City Of Dubuque And Dubuque Marina, Inc. For The 2024 Boating Infrastructure Tier 1 Grant Agreement For Maintenance Dredging At Dubuque Marina. Seconded by Wethal. Assistant City Engineer Bob Schiesl stated that the City and the Marina work together to determine dredging locations, considering their target depths and available funding. The City holds a dredging permit from the US Army Corps of Engineers, which mandates that dredged materials be deposited at the 16th St. Bridge. Schiesl confirmed that dredging will occur in the same area as the previous year. City Council Members highlighted the necessity of dredging so recreational boats can access the river. Motion carried 7-0.

8. 2025 Dubuque City Services Guide: Motion by Resnick to

receive and file the documents. Seconded by Farber. Public Information Officer Randy Gehl stated that the guide, which has been available for over 15 years and is updated every few years, was recently mailed to all postal addresses within the city limits. The Communications Office's budget covers printing and mailing the publication. City Council Members shared positive feedback and expressed their enthusiasm that council contact information was included. Motion carried 7-0.

9. July Utility Bill Insert: Ways to Get Involved: Motion by Sprank to receive and file the documents. Seconded by Wethal. City Council Members highlighted the variety of ways people can get involved with the City. Motion carried 7-0.

10. Reschedule Greater Dubuque Development Corporation Work Session: Motion by Roussell to receive and file the documents and schedule the work session for July 21, 2025, at 6:00 p.m. Seconded by Jones. Point of Order by Breitfelder that the recommendation was to reschedule the work session from July 21 to August 18, 2025. Motion amended by Roussel to schedule the work session for August 18, 2025. Seconded by Jones. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Roussell reported on volunteering at the Presbyterian Hunger Outreach, touring St. Mark Youth Enrichment's new childcare center, attending the groundbreaking for the Habitat for Humanity Pocket Neighborhood, and meeting with HACAP.

Jones reported on attending a Dubuque Racing Association (DRA) board meeting, a Dubuque Metropolitan Area Solid Waste Agency (DMATS) work session, a North End Neighborhood Association meeting, and the recent passing of former Iowa State Trooper Dick Bakey.

Farber reported on representing Dubuque in Washington, D.C., on conversations on Artificial Intelligence (AI), participating in an IBM podcast, attending a Sister City Committee meeting, and the upcoming open house for the City's new data center.

Sprank also reported on attending the DRA board meeting, the Mathias Ham House 4th of July event, and attending various neighborhood get-togethers.

Resnick reported on attending the Grand Opera House's production of "Footloose" and the Tri-State Wind Symphony's performance.

Cavanagh also reported on the Mathias Ham House event, along with the air service virtual town hall, the US Conference of Mayors meeting, and the successful 3rd of July fireworks and airshow.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:55 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate ? Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:31 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:31 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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:

07/30/2025

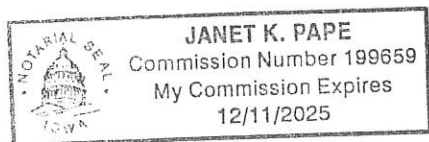
and for which the charge is 322.37



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

this 30th day of July, 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 5:00 p.m. on July 21, 2025, at the Old Mill Lift Station, 1580 Old Mill Rd.

Present: Mayor Cavanagh; Council Members Farber, Jones, Roussell (arrived at 5:01 p.m.), Sprank, Wethal; City Manager Van Milligen, Assistant City Attorney Lehman.

Absent: Council Member Resnick was absent from the first work session.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on the Old Mill Lift Station Construction Project and Dubuque Nature Everywhere.

WORK SESSIONS

1. Old Mill Lift Station Construction Project Update: City Engineer Gus Psihoyos, Water Project Supervisor Todd Irwin, Civil Engineer Max OBrien, and Water and Resource Recovery Center Director Deron Muehring provided a brief presentation and viewing of the Old Mill Lift Station Construction Project and responded to questions.

A recess occurred at 5:12 p.m. for the City Council to travel to the Historic Federal Building for the next work session. The City Council reconvened at 6:00 p.m. for the work session, with Resnick attending virtually.

2. Dubuque Nature Everywhere: Dubuque Nature Everywhere members Deanne Althoff and Danielle Willis provided an update on their progress in establishing a community-wide Nature Everywhere vision and developing an implementation plan that focuses on strategies for connecting young children (ages 0-6) with nature. In response to questions, Dubuque Nature Everywhere member Colleen McKenna explained that the group is seeking the City Councils support in adopting and promoting Dubuques Childrens Outdoor Bill of Rights (COBOR). McKenna noted that other cities have implemented similar initiatives and emphasized that Dubuques COBOR should highlight elements unique to the community. McKenna also described the concept of stormwater play bowls and shared that the group is collaborating with City Geographic Information Systems (GIS) staff to map where children in Dubuque live in relation to natural areas. City Council Members expressed interest in formally adopting the COBOR and discussed ways they could support and promote the initiative.

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 July 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 (attended virtually), Roussell, Sprank, Wethal; City Manager Van Milligen, Assistant City Attorney Lehman.

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

PRESENTATIONS

1. Service Member Patriot Award: Assistant City Manager Cori Burbach recognized Acting Project and Facilities Manager Marie Ware for receiving the Service Member Patriot Award.

PROCLAMATIONS

1. Community of Colleges Week (July 28 through August 1, 2025) was accepted by Greater Dubuque Development Corporations (GDDC) Director of Workforce Programming Nic Hockenberry on behalf of GDDC and area colleges and universities.

CONSENT ITEMS

Motion by Jones 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 July 7 and 14, 2025; Equity and Human Rights Commission of May 13, 2025; Equity and Human Rights Commissions Goals Subcommittee of May 27, 2025; Library Board of Trustees Update of June 23, 2025; Park and Recreation Commission of June 10, 2025; Proof of Publication for City Council Proceedings of June 16, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Carol Oberfoell for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Cathleen Avenarius for vehicle damage; Craig DeMoss for property damage; Samantha Giglio for vehicle damage; Edward Marinko for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 243-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. CLG Grant Report for 20th Century Neighborhood Surveys: City Manager transmitted the Certified Local Government (CLG) grant reports and project products for the 20th century neighborhood surveys for the Deereville neighborhood and Voelker Highlands neighborhood and recommended City Council approve the submitted grant reporting documents and have the mayor sign the Request for Reimbursement and the Certificates for each grant. Upon motion the documents were received, filed, and approved.

6. Dubuque City Assessor Letter on 2025 Assessment Appeals: Correspondence from Dubuque City Assessor Troy Patzner regarding appeals of the Dubuque City Board of Review decisions on 2025 assessments. Upon motion the documents were received and filed.

7. Signed Contract(s): Independent Contractor Agreement with Fowler Public Sector Consulting LLC; Vendor Service Agreement with Wenzel Towing. Upon motion the documents were received and filed.

8. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 244-25

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.

9. Approval of Retail/Device Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 245-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolution for Item Set for Public Hearing No. 1, and set the public hearing for August 4, 2025. Seconded by Jones. Farber announced she will abstain from voting on the set for public hearing and future public hearing due to owning property on Auburn St. Motion carried 6-0 with abstention from Farber.

1. Auburn-Custer Utility and Roadway Reconstruction Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 246-25 Auburn-Custer Utility And Roadway Reconstruction Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 4, 2025 in the Historic Federal Building.

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated for Items Set for Public Hearing No. 2-4. Seconded by Wethal. Motion carried 7-0.

2. Setting A Public Hearing On The Proposed Lease Agreement Between The City Of Dubuque And The LAMAR Companies: Upon motion the documents were received and filed and Resolution No. 247-25 Setting A Public Hearing To Consider The Lease Agreement By And Between The City Of Dubuque And The Lamar Companies For Real Property Located On White Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 4, 2025 in the Historic Federal Building.

3. North Schmitt Island Collection System Contract #1 Contracting Services: Upon motion the documents were received and filed and Resolution No. 248-25 North Schmitt Island Collection System Project Contract #1: 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 August 4, 2025 in the Historic Federal Building.

4. Setting Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund: Upon motion the documents were received and filed and Resolution No. 249-25 Resolution 1) Approving The Minimum Requirements, Competitive Criteria, And Offering Procedures For The Development And The Sale Of Certain Real Property And Improvements In The Greater Downtown

Urban Renewal District; (2) Determining That The Offer To Purchase Submitted By Greater Dubuque Impact Investment Fund Satisfies The Offering Requirements With Respect To The Real Property And Improvements And Declaring The Intent Of The City Council To Approve The Sale To Greater Dubuque Impact Investment Fund In The Event That No Competing Proposals Are Submitted; And (3) Soliciting Competing Proposals was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Katie Bailey, 1085 West 5th St. Bailey spoke virtually in support of her application.

Appointments were made to the following boards/commissions.

2. Transit Advisory Board: One, 3-Year term through July 30, 2028 (Vacant term of Gerdemann). Applicant: Alex Kruse, 3578 Keymont Dr. Motion by Sprank to appoint Kruse to the term. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Rezone 2167 Jackson Street: 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 Sprank. Applicant Michelle Mihalakis, 2541 Broadway St., spoke in support of the rezoning, highlighting her intention to open a detoxification facility at the site. She stated that she plans to rehabilitate the existing structure and does not intend to expand the property. In response to a question, Planning Services Director Wally Wernimont stated that 24-hour facilities were allowed in C-4 zoning districts. City Council members expressed support for the rezoning. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 31-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 2167 Jackson Street From R-2A Alternate Two-Family Residential District To C-4 Downtown Commercial District. Seconded by Sprank. Motion carried 7-0.

2. Request to Rezone Property at Bluff Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Responding to a question, Wernimont noted that off-street parking requirements for historic districts had previously been eliminated and stated that the property offers sufficient parking both onsite and along the street. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 32-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property From R-2 Two-Family Residential To OR Office Residential Zoning District. Seconded by Wethal. Motion carried 7-0.

3. Request to Rezone 4178 Peru Road: 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 Sprank. Dan Miller, 1013 Patricia Ann Dr., summarized the need for the rezoning, stating that his brother wants to purchase the house on the property but sell the farmland separately. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 33-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 4178 Peru Road From AG Agriculture District To R-1 Single-Family Residential District. Seconded by Sprank. Motion carried 7-0.

4. Unified Development Code (UDC) Amendment for Wall and Free Standing Signs: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Wernimont stated that the amendment had not been presented to the Historic Preservation Commission. He noted that feedback received during the Planning Departments UDC amendment process indicated that the Citys current sign regulations are overly restrictive. He also provided an overview of the proposed changes and responded to questions regarding specific examples. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 34-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Amending Section 16-15-11.10 C-5 Central Business Zoning District Sign Regulations. Seconded by Wethal. Motion carried 7-0.

5. 2025 Maintenance Dredging Project Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 250-25 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The 2025 Maintenance Dredging Project. Seconded by Wethal. Motion carried 7-0.

ACTION ITEMS

1. Quarterly Update Video on New Housing Development Projects: Motion by Roussell to receive and file the documents and view the video. Seconded by Wethal. A brief video highlighting progress on new housing projects under construction in the community was shown. The video can also be seen on the City's YouTube channel at <https://youtu.be/SO-EjMM92R4>. Additionally, the updated publication on new housing units approved, under review, under construction, or completed was provided. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on attending a Travel Dubuque Board meeting, ribbon cuttings at the National Mississippi River Museum and Aquarium and the Citys new data center, meeting the dean of the University of Dubuques (UD) new medical school Dr. Jeanne Rupert, Dubuque Senior High Schools Class of 1970 reunion, the special City Council meeting on July 14, attending a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) meeting, and GDDC's annual meeting.

Farber also reported on meeting Dr. Rupert and the Citys new data center ribbon cutting, along with attending UD's golf outing, the Mississippi Valley Youth Tennis Tournament, and

National League of Cities (NLC) summer conference.

Resnick reported on the upcoming Art on the River opening reception.

Cavanagh reported on attending the data center ribbon cutting, welcoming DARE officers from across the state who convened in Dubuque, and attending a recent event hosted by Dubuque Marshallese Youths for Climate Change.

Van Milligen shared that this weekend is the Mircale League of Dubuques Battle of the All-Stars event, which Dubuque Police, Fire and the City Council will participate in.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:37 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 7:56 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:56 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 7/30

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Major Joseph Jenkins for property damage; Alan Viertel for property damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Alan Viertel and Layla Ryan
2. Claim by USAA aso Major Joseph Jenkins, represented by Murphy Sanchez, PLLC

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mum
Legal
Article Swift
Brian Wulfschulte

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: Alan Viertel & Layla Ryan

2. Address: 441 1/2 Winona St

City: Dubuque State: IA Zip: 52001

3. Telephone Number: 563-663-4250

4. Date of Incident: July 3rd 2025

5. Time of Incident: 11:45AM

6. Location of Incident (Be specific): Behind the Apartment complex in our off street parking lot.

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.)

We just moved into this location about 3 weeks ago we had about half of our house still sitting in the private parking lot covered in plastic

8. What were weather conditions like? it was raining everyday in June we were waiting for items to dry out when we removed the plastic →

9. Give name and address of any witnesses: _____

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

No

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

No

We never received notice that all the items would be taken without our consent. No phone calls, No door tags nothing. We lost Family pictures, multiple dressers, computer desk, clothes, baseball card collection, jewelry, ect.....

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.)

13. What other damages do you claim, if any? computer desk, 3 dressers, microwave,
3 wardrobes of clothes, turkey, fiers, tools, jewelry, baseball/softball caps, pots & pans

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? \$3,500.00

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

Because they came with a truck & two workers and took it all!

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

No

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

No

Dated at Dubuque, Iowa this 6th day of August, 2025.

Alan Viertel

(Signature)

Alan Viertel

(Print Name)

City Clerk's Office
Dubuque, IA

2025 AUG -6 PM 4:30

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

MVM
Legal
Arielle Swift
Brian Wulfekuhle

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: USAA a/s/o Major Joseph Jenkins, represented by Murphy Sanchez, PLLC
2. Address: 123 S Broad Street, Suite 1500
City: Philadelphia State: PA Zip: 19109
3. Telephone Number: 276-908-9204
4. Date of Incident: 07/12/2025
5. Time of Incident: 12:00pm
6. Location of Incident (Be specific): 3085 Westmore Dr, 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.)

On the date of loss, a sewage backup occurred on the property due to the main line of the city sewer being plugged.

The city subsequently came to the property to assess the damage.

8. What were weather conditions like? Cloudy
9. Give name and address of any witnesses: Major Joseph Jenkins, at incident location
10. Did police investigate? (If so, give names of officers.)

No

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

No

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

Yes, water damage to basement of property. First party claim is still open and being adjusted

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

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.)

N/A

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

First party claim is still being adjuster

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

Blockage was on City's side

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 7 day of August, 2025.

/s/ USAA a/s/o Major Jacob Jenkins

(Signature)

USAA a/s/o Major Jacob Jenkins

(Print Name)

(Please forward all correspondence regarding this claim to Alyssa Olagbegi at aolagbegi@murphysanchez.com)

(Rev. 9/24)

RECEIVED

8/7/2025, 11:32:14 AM

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: Daniel Healey for vehicle damage; Schumacher Pool and Spa LLC for vehicle damage; Alan Viertel for property damage.
SUGGESTED DISPOSITION:	Receive and File; Concur
ATTACHMENTS:	
	1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 8/6/2025

RE: Claim Against the City of Dubuque by Daniel Healey

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Daniel Healey	7/31/2025	7/29/2025	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
Daniel Healey

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 8/6/2025

RE: Claim Against the City of Dubuque by Schumacher Pool and Spa LLC

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Schumacher Pool and Spa LLC	7/30/2025	7/16/2025	Vehicle Damage

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

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

cc: Michael C. Van Milligen, City Manager
Amy Scheller, Fire Chief
Schumacher Pool and Spa LLC

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 8/13/2025

RE: Claim Against the City of Dubuque by Alan Viertel

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Alan Viertel	8/7/2025	7/3/2025	Property Damage

This is a claim in which Claimant alleges Claimant had recently moved to the City of Dubuque area and that some of the families personal items were left outdoors and the City sanitation crew collected the items.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Alan Viertel

**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_08_18
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: August 4, 2025

Finance is submitting the following expenses to City Council for approval at the August 18, 2025 meeting. Payments on these expenses will be made August 20, 2025.

In addition, Finance is submitting expenses paid since August 6, 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 08-20-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 86.50	Transit Employee Uniforms
1800TShirts	279.50	Transit Employee Uniforms
1800TShirts	88.00	Transit Employee Uniforms
A & G ELECTRIC COMPANY	9,175.00	Power and Lighting Upgrade
A-1 STORAGE SERVICE	175.00	STORAGE CONTAINER -BRANCHING OUT DBQ
AARON DOUGLAS	2,500.00	TREE REMOVAL
ACCELA INC	48,691.63	CONTRACT EXTENSION FOR ACCELA
ACCO UNLIMITED CORPORATION	41.90	POOL PARTS
ACCO UNLIMITED CORPORATION	1,733.50	FLORA POOL CHEMICALS
ACCO UNLIMITED CORPORATION	1,988.80	SUTTON POOL CHEMICALS
ACCURATE ANALYTICAL TESTING	130.00	504 W 17th St Apt 1 & 2 Dust Wipes
Adam William Ament	4,082.22	2025 Concrete ROW Ament
Adam William Ament	1,702.95	2025 Concrete ROW Ament
ADAM'S DANCE CONNECTION LLC	288.00	FY26 RECREATION DANCE CLASSES
ADDOCO INC	720.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	440.00	MULCH FOR BEE BRANCH AREAS
ADDOCO INC	640.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	5,224.04	UNIFORMS SHIRTS FOR FT STAFF
ADVANCE DESIGNS	708.96	STAFF UNIFORM SHIRTS
Advanced Precast Company, Inc.	603.52	Street- C-4 street curb
Advanced Turf Solutions, Inc.	2,024.70	TURF CHEMICALS
Advanced Turf Solutions, Inc.	1,483.00	TURF CHEMICALS
AHMANN'S LAWN CARE INC	260.00	LAWN CARE AT MCGRAW HILL
AIRGAS USA LLC	2.79	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2.79	Large Argon Tank Rental 7/1 - 7/31/2025
AIRGAS USA LLC	21.58	SMALL ACETYLENE, OXYGEN & LIQ.CO2 TANK RENTALS
AIRGAS USA LLC	16.74	LF-Rent Cyl Large Acetylene, Argon, Oxygen 07/31/2
AIRGAS USA LLC	2,853.02	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	2,599.90	Tank & Vaporizer Rental - FY26
AIRGAS USA LLC	3,017.93	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	1,879.13	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,349.41	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,279.66	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	1,503.44	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,075.24	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,314.88	Liquid Oxygen for the WRRRC - FY26
Alex A Collado	49.00	MILEAGE REIMBURSEMENT
Alexia Walsh	203.00	MILEAGE REIMBURSEMENT
Alexia Walsh	66.50	MILEAGE REIMBURSEMENT
ALL SEASONS HEATING & COOLING	120.00	DINING ROOM: 1ST LEVEL: NO COOL
ALL SEASONS HEATING & COOLING	4,522.00	MINI SPLIT HVAC FOR SLUDGE PLANT OFFICE
ALLIANT ENERGY	3,379.90	Electricity for Intermodal July 25
ALLIANT ENERGY	24.08	Alliant 0539621000 12th Bluff Lot FY26
ALLIANT ENERGY	3,479.59	0557811000 PORT RAMP FY26
ALLIANT ENERGY	2,456.87	Alliant 1406331000 Intermodal Ramp FY26
ALLIANT ENERGY	583.88	Alliant 1477501000 5th Bell Lot FY26
ALLIANT ENERGY	2,366.40	Alliant 1522511000 5th St Ramp FY26
ALLIANT ENERGY	3,535.15	Electricity for JOTC July 25
ALLIANT ENERGY	8,141.88	FY26 350 W 6th Electricity
ALLIANT ENERGY	2,695.20	FY26 Electric City Hall Annex 1300 Main
ALLIANT ENERGY	2,007.67	FY26 Electric City Hall Annex 1300 Main
ALLIANT ENERGY	698.41	FY26 1805 Central LA Electric
ALLIANT ENERGY	9,391.91	ALLIANT 4392701000 Ramps/Lots FY26
ALLIANT ENERGY	463.69	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	29.56	FY26 510 E 22nd St Camera Electric
ALLIANT ENERGY	790.59	FY26 1805 Central LB Electric
ALLIANT ENERGY	108.61	Alliant 6477860931 12th Elm Lot FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALLIANT ENERGY	5,731.22	FY 26 City Hall Electricity
ALLIANT ENERGY	80.93	FY26 W 5th Restroom Electricity
ALLIANT ENERGY	390.48	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	97,339.52	FY2026 BLANKET PO - ELECTRICITY COSTS
ALLIANT ENERGY	2,930.70	FY26 1157 Central MFC Electricity
ALLIANT ENERGY	64.15	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	10,800.15	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	353.57	FY26 Electrical Service for 300 Main, Suite 330
ALTORFER INC	1,854.99	UNIT #3292 Replace Bearings, Assembly, Shaft
ALTORFER INC	4.48	UNIT# 3292 Replacement Part: Screw
ALTORFER INC	93.64	UNIT #3292 Additional Bearing
ALTORFER INC	173.83	UNIT #3292 Replace Roller-Rim
AMERICAN LEGION POST 6	3,497.00	FLAGS FOR PARKS DEPARTMENT
AMERICAN PURCHASING SOCIETY INC	219.00	APS Renewal
ANTHONY AND JENNIFER KRAFT	75.00	INSPECTION OVERPAYMENT REIMBURSEMENT 590 ARLINGTON
Ascendance Trucks LLC	286.12	STOCK - Single Disc Horn & Diesel Gasket
Ascendance Trucks LLC	576.32	UNIT# 3409 Radiator Tank Surge
Ascendance Trucks LLC	727.20	UNIT# 1921 Rear Wheel Brake Drums
Ascendance Trucks LLC	111.21	UNIT# 3404 Turbocharger Assembly Replacement
AssuredPartners Capital Inc	38,060.76	DMASWA Pollution Insurance
AT&T Mobility National Accounts, LLC	3,231.15	Cellular Service for Department
AT&T Mobility National Accounts, LLC	1,575.63	FY2026 BLANKET PO - MONTHLY PHONE & IPAD COSTS
AT&T Mobility National Accounts, LLC	2,929.44	AT&T First Net Monthly Charges
AT&T Mobility National Accounts, LLC	1,321.31	IPHONES AND IPADS PARKS-JUNE 29-JULY 28, 2025
ATLANTIC BOTTLING COMPANY	1,080.24	Drink Deliveries
ATLANTIC BOTTLING COMPANY	124.02	Drink Deliveries
ATLANTIC BOTTLING COMPANY	165.36	Drink Deliveries
AV FUEL	20,882.13	Blanket Purchase Order - Aviation Fuel
AV FUEL	21,076.24	Blanket Purchase Order - Aviation Fuel
AV FUEL	37,526.28	Blanket Purchase Order - Aviation Fuel
AV FUEL	20,343.62	Blanket Purchase Order - Aviation Fuel
AV FUEL	504.24	Blanket Purchase Order - Aviation Fuel
AV FUEL	19,820.45	Blanket Purchase Order - Aviation Fuel
Banner Fire Equipment Inc	211.57	UNIT #1998 LED Lights and Mounting Clips
BCI BURKE COMPANY, LLC	1,113.21	PLAYGROUND PARTS
BELLEVUE HERALD-LEADER INC	661.00	Advertisement
BENJAMIN J POTHOFF	260.00	Reimbursement for trip to Orlando Fl
BENJAMIN R HUNT	75.00	SOFTBALL UMPIRE
BIECHLER ELECTRIC INC	2,908.97	ELECTRICAL STORM DAMAGE REPAIRS
BLACK HILLS/IOWA GAS UTILITY CO	53.88	FY26 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	122.06	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	59.56	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	24.66	514 Angella St - (City Owned) Black Hills Energy
BLACK HILLS/IOWA GAS UTILITY CO	43.06	Locust Ramp Electricity FY26
BLACK HILLS/IOWA GAS UTILITY CO	43.50	Locust Ramp Electricity FY26
BLACKSTONE AUDIO BOOKS	86.90	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	143.82	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	118.56	CD Audio Books for Library Collection
BRADLEY PLBG LLC	1,504.00	2" METER CREDIT-INVOICE 13737-DID-NOT USE METER
Brandon Avenarius	1,648.00	TREE WORK/CLEAN UP
Brandon Schueler	75.00	SOFTBALL UMPIRE
BRENDA KOPPE	202.50	REIMBURSEMENT FOR OVERPAYMENT OF 935 W 5TH
BROOKE M CHAPMAN	280.00	AFTERSCHOOL SPORTS BASKETBALL INSTRUCTION
BRUNE ENTERPRISES LLC	5,540.00	FY26 Lawn Services
BRUNE ENTERPRISES LLC	6,925.00	FY26 Lawn Services
CALLAWAY GOLF SALES COMPANY	436.92	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	213.28	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	390.60	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	539.22	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	880.17	PRO SHOP ITEMS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CALLAWAY GOLF SALES COMPANY	451.37	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	1,264.68	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	98.04	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	259.74	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	78.45	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	119.76	PRO SHOP ITEMS
CALLAWAY GOLF SALES COMPANY	1,455.48	PRO SHOP ITEMS
CARRICO AQUATIC RESOURCES INC	135.00	AQUATIC FACILITY TECHNICAL CONSULTATION
CASSANDRA BEADLE	240.00	Art @ your library June/July 2025 sales to artist
CENGAGE LEARNING INC	313.50	LP Books for the Circulating Collection
CENTER POINT INC	226.53	Large Print Books for Adult Collection
Centrally Rooted Mission, Inc.	200.00	0002312-a featured performer
CES COMPUTERS INC	10,653.48	Computer Replacements
CHAVENELLE STUDIO METALWORKS	268.00	Art @ your library June/July 2025 sales to artist
Chris Oshea	8,683.00	2025 Concrete Work in the ROW CNC
Chris Oshea	4,043.16	2025 Concrete Work in the ROW CNC
CINTAS CORP	54.48	Floor Mat Service
CINTAS CORP	412.60	Various Maintenance - FY26
CINTAS CORP	90.30	Floor Mat Service
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	193.69	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	258.29	Various Maintenance - FY26
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	137.93	Cintas Ramp Rugs FY26
CINTAS CORP	212.20	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	35.00	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	412.60	Various Maintenance - FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	169.54	Cintas Ramp Rugs FY26
CINTAS CORP	193.69	FY2026 BLANKET PO - UNIFORMS
CINTAS FIRST AID & SAFETY	692.84	First Aid Supplies-WRRC - FY26
CINTAS FIRST AID & SAFETY	45.74	FY2026 First Aid Supplies
CITY OF DUBUQUE - UB	597.75	COMMUNITY IMPACT SERVICE PROGRAM FR 7/15/25-7/26/2
CITY OF DUBUQUE IOWA/FIVE FLAGS	250,000.00	MAY 2025 SHORTFALL PAYEMENT
CJS Construction	5,875.00	FBO Office
COBRA PUMA GOLF	1,183.03	PRO SHOP MERCHANDISE
COLONIAL TERRACE ANIMAL HOSPITAL	1,393.00	AC Professional Services
COMMUNICATIONS ENGINEERING CO	5,103.56	CEC Sophos order
CONSTELLATION NEW ENERGY GAS DIV	171.37	FY2026 BLANKET PO - GAS COSTS
CONSTELLATION NEW ENERGY GAS DIV	294.28	GAS BILL FOR 2241 LINCOLN
CONSTELLATION NEW ENERGY GAS DIV	131.47	Natural Gas City Hall
COPY SYSTEMS INC	213.71	Typewriter maintenance 6/25 to 6/26
Cottingham & Butler Inc	2,917.00	Ongoing consulting 10-1-2024 to 10-1-2025
Country Charm Carpet Cleaners	240.00	Clean all carpeted areas of FBO, Ops, Terminal
Country Charm Carpet Cleaners	1,150.00	Clean all carpeted areas of FBO, Ops, Terminal
CRAWFORD HEATING AND COOLING CO INC	1,024.92	RPZ Testing
CRAWFORD HEATING AND COOLING CO INC	1,925.88	FY26 Backflow - 949 Kerper Blvd - JOTC
CRAWFORD HEATING AND COOLING CO INC	2,638.62	Annual backflow testing for Airport Bld.
CRAWFORD HEATING AND COOLING CO INC	113.88	Annual backflow testing for Airport Bld.
CRESCENT COMMUNITY HEALTH CENTER	183.79	Grant for CCHC Steppin it Up 5k - 8/9/25 - Food/Be
DAN ARENSDORF CONSTRUCTION	647.50	Pulverized Soil to MSC 07/19/25
DAN ARENSDORF CONSTRUCTION	760.00	Pulverized Soil to MSC 08/06/25
Daniel M Zanger	260.00	1 hour concert Sept. 5 2025
DEERE & COMPANY	174,335.54	LF- 2024 John Deere 6155M Cab Tractor
Deleware Dubuque Jackson County Regional Transit	210.12	RTA SERVICE FOR TEEN RESILIENCY PROGRAM

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DEMMER OIL COMPANY	8,998.50	UNLEADED FUEL- POD MARINA
DEMMER OIL COMPANY	22,449.01	Diesel and Gas for Resale
DEMMER OIL COMPANY	4,198.50	Diesel and Gas for Resale
DEMMER OIL COMPANY	1,399.50	Diesel and Gas for Resale
DIETZ ENTERPRISES LLC	851.22	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	696.01	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	1,916.82	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	967.38	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	280.83	2025 Concrete work in the public ROW
Discover Hospitality LLC	1,411.12	767 Nevada Relocation 2
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	125.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	105.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	565.04	Landfill Fees - 20 yrd/2 yrd - FY26
DITTMER RECYCLING INC	1,303.38	REFUSE FOR JULY 2025
DITTMER RECYCLING INC	431.38	Blanket Purchase Order - Monthly Refuse Collection
Drive Line & Company, Inc.	155.25	UNIT # 1916 Clean, Degrease, Repair Radiator Leaks
DUBUQUE COMMUNITY SCHOOL DIST	850.97	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	541.73	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	3,981.09	Franchise Fee FY26
DUBUQUE COUNTY ABSTRACT & TITLE	175.00	ABSTRACT FEES FOR 715 ROSE
DUBUQUE COUNTY RECORDER	14.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY RECORDER	17.00	980 Thomas - Deed - Recorder Fee
DUBUQUE COUNTY RECORDER	31.20	Condemnation #256 Transfer Tax
DUBUQUE COUNTY SHERIFF	711.00	Sheriff Services for JULY 2025
DUBUQUE COUNTY SHERIFF	1,684.80	Condemnation Hearing 6/24/2025
DUBUQUE COUNTY TREASURER	25.00	980 Thomas - Deed - Treasurer Fee
DUBUQUE HOSE & HYDRAULICS	82.10	UNIT #2711 Carbon Wheel Brushes
DUBUQUE HOSE & HYDRAULICS	622.05	Compact Compressor
DUBUQUE HOSE & HYDRAULICS	143.53	UNIT# 3207 Replacement Parts
DUBUQUE HOSE & HYDRAULICS	94.48	UNIT# 3407 Engine Tubes and Sleeves
DUBUQUE HOSE & HYDRAULICS	47.56	SHOP USE - Eye to Eye 2 PLY Poly Sling
DUBUQUE HOSE & HYDRAULICS	104.62	UNIT# 3209 Engine Replacement Parts
DUBUQUE HOSE & HYDRAULICS	211.37	Field Supplies locator
DUBUQUE HOSE & HYDRAULICS	21.92	UNIT# 6707 Grease Hose Fittings
DUBUQUE HUMANE SOCIETY	14,944.00	FY26 Contracted Service Fees
DUBUQUE KARATE CLUB INC	487.50	FY26 RECREATION CLASS INSTRUCTOR
DUBUQUE MAIN STREET LIMITED	24,052.75	FY 2026 COS/POS Dbq Main St
DUBUQUE RACING ASSOCIATION LTD	14.85	DRA Board Mtg Luncheons-July 2025
DUBUQUE SIGN COMPANY	265.80	Vinyl Decals
DUBUQUE VISITING NURSE ASSOCIATION	2,067.59	March 2024 LHH VNA Billing
DUSTY ADAMSON	150.00	REIMBURSEMENT FOR SALE OF 963 THOMAS
DYERSVILLE COMMERCIAL	2,420.19	Advertising
DYNAMIC LIFECYCLE INNOVATIONS INC	2,457.08	LF-Recycling services
EASTERN IOWA EXCAV & CONCRETE LLC	7,446.12	WELU PARK PLAYGROUND IMPROVEMENTS
EASTERN IOWA EXCAV & CONCRETE LLC	886.73	WELU PARK PLAYGROUND IMPROVEMENTS
EH WACHS	26,393.00	E.H.WACH'S ERV-750 FRONT MOUNT VALVE TURNER-4901
ELECTRONIC DATA COLLECTION CORP	36,789.00	Annual Support Services FY26
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 07/23/25
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Klauer - 3rd Qtr 2025
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 08/06/25
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 7/30/25
Evan A Bratten	211.40	MILEAGE REIMBURSEMENT
EXPRESS EMPLOYMENT PROFESSIONALS	700.00	Temp Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	875.00	Temp Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	913.01	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Temp Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	924.94	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	805.00	Temp Custodial Services

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
EXPRESS EMPLOYMENT PROFESSIONALS	737.30	Temporary Administrative Assistant for HR
EXPRESS EMPLOYMENT PROFESSIONALS	700.00	Charge for Custodian - Phyllis Arensdorf
FEHR-GRAHAM & ASSOCIATES LLC	1,070.00	Tamarack Sanitary Sewer Extension
Felicia Carner	1,750.00	Tuition Reimbursement for Summer 2025
FERGUSON WATER WORKS SUPPLY #2516	937.64	PARTS FOR TAPPING MACHINE 3/4" & 1"
FHR Services, LLC	1,978.95	2025 Tack- 08/11/25
G & R TREE SERVICE INC	1,300.00	TREE REMOVAL
GEISLER BROTHERS COMPANY	116.00	Intermodal service call - Unit down 6/18/25
GENUINE PARTS COMPANY INC	16.36	LF- Stock- Armor All Wipes 3 pack
GENUINE PARTS COMPANY INC	53.62	STOCK - Air, Cabin, Oil Filters
GENUINE PARTS COMPANY INC	72.30	UNIT# 3472 Replace Engine Filters
GENUINE PARTS COMPANY INC	11.13	Stock - Cabin Air Filter
GENUINE PARTS COMPANY INC	30.36	UNIT# 3472 Replace Air Filter
GENUINE PARTS COMPANY INC	234.77	STOCK - Air, Fuel, Oil, & Cabin Filters/Motor Oil
GENUINE PARTS COMPANY INC	39.75	UNIT# 3472 Fuel Filter & Car Scent Paks
GENUINE PARTS COMPANY INC	69.45	STOCK - Air Filters
GENUINE PARTS COMPANY INC	72.10	UNIT# 3456 Replace Air & Oil Filters
GENUINE PARTS COMPANY INC	72.10	UNIT# 3453 Replace Air & Oil Filters
GENUINE PARTS COMPANY INC	47.96	UNIT# 3455 Replace Air Filter
GENUINE PARTS COMPANY INC	135.83	STOCK Filters -
GENUINE PARTS COMPANY INC	223.97	STOCK - Filters and Motor Oil
GERMAINE ELECTRIC	514.60	Septic Pumps Running 24.7
GILLIG LLC	1,140.66	UNIT# 2681 Bus Brake Rebuild Kit
GILLIG LLC	400.04	STOCK - Front Air Leaf Springs - Buses
GILLIG LLC	327.33	STOCK - Bus Components
GOODYEAR TIRE & RUBBER	119.43	Goodyear Tires Damaged
GRACE MENDEZ	350.00	REIMBURSEMENT FOR NOT NEEDED VB
GRAYMONT WESTERN LIME INC	5,469.60	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,369.96	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,562.88	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GREATER DUBUQUE DEVELOPMENT CORP	180.40	7/17/25 GDDC Annual Business Dinner Mtg
GRP & ASSOCIATES INC	33.00	No Waste DMASWA 07/28/25
HARRIS MOTOR SPORTS	473.07	GOLF CART DAMAGE REPAIRS
HARRIS MOTOR SPORTS	135.84	GOLF CART DAMAGE REPAIRS
HARRIS MOTOR SPORTS	214.12	GOLF CART DAMAGE REPAIRS
HARRIS MOTOR SPORTS	600.00	GOLF CART RENTAL
HARRIS MOTOR SPORTS	133.34	ADAPTIVE GOLF CART RENTAL
HAWKINS INC	6,726.64	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	2,765.63	C9AAP2 Engineering
HDR ENGINEERING INC	16,970.26	DMASWA TO 20 - Horiz Exp Permitting
HDR ENGINEERING INC	4,997.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	18,699.70	Sanitary Sewer Asset Mgmt Plan
Hefel Portable Services LLC	300.00	Regular Portable Restroom
HEIDI PETTITT	153.00	Preserve Iowa PerDiem Heidi Pettit
HERBST UPHOLSTERY	812.66	UNIT #2104 Reupholster Seats
HM Life Insurance Company	94,019.30	Stop Loss Insurance premium for August 2025
HOGLUND BUS CO INC	918.65	UNIT# 530003 Replace Battery Switch & Dome Light
Home Lab Restorations	24,999.00	855 Cleveland 21 Lead and HH Work
HORNUNG'S GOLF PRODUCTS, INC.	368.64	PRO SHOP SPECIALTY ITEMS
HORNUNG'S GOLF PRODUCTS, INC.	98.30	PRO SHOP SPECIALTY ITEMS
HOYNE LANDSCAPING & SNOW PLOWING	1,050.00	Grass mowing contract for 2024
HYGIENIC LABORATORY	67.50	LEAD WATER SAMPLES TESTING FEE
IMWCA	15,969.30	TPA 411 payments - July 2025
IMWCA	38,757.23	TPA payments - July 2025
INDEPENDENT PUBLIC ADVISORS LLC	5,500.00	FY26 Retainer Services
INFOSEND INC	8,636.36	July Charges
INGRAM LIBRARY SERVICES INC.	1,693.60	Circulating materials Adult library collection
INGRAM LIBRARY SERVICES INC.	1,787.54	Children's books for collection
INGRAM LIBRARY SERVICES INC.	95.00	Teen/Young Adult Materials for Collection
IOWA ASSOCIATION OF WATER AGENCIES	1,642.40	IAWA ANNUAL DUES 7/1/2025 - 6/30/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
IOWA DEPARTMENT OF PUBLIC SAFETY	150.00	Certification Fees
IOWA DEPT OF NATURAL RESOURCES	6,486.85	FY2026 Annual Public Water Supply Fee
IOWA KENWORTH INC	2,531.45	UNIT# 3412 Particulate Filter Kit
IOWA KENWORTH INC	14.62	UNIT# 1921 - Radiator Cap
IOWA ONE CALL	796.40	Iowa One Call Utility Locates
J & R SUPPLY COMPANY	1,935.00	Hangar 105
J & R SUPPLY COMPANY	1,580.00	CURB STOPS FOR TAPS MADE
J & R SUPPLY COMPANY	8,020.00	MATERIAL FOR LARGE TAPS
J & R SUPPLY COMPANY	2,400.00	STOP BOXES FOR LARGE TAPS
J B PRIEST	45.00	REIMBURSEMENT FOR OVERPAYMENT OF 1037 KIRKWOOD
J&R RENTAL LLC	1,920.80	POD- Rental Electric Boom
J&R RENTAL LLC	112.50	Move Skid Loader to Keywest Lagoon
J&R RENTAL LLC	112.50	Bring Skid Loader back to WRRR from Keywest Lagoon
JACOB RIOS	45.00	REIMBURSEMENT FOR RENTAL LICENSE OVERPAYMENT
Jason D Lehman	20.84	JDL Mileage 4/3/2025-6/30/2025
Jason Deppe	2,300.00	483 Loras Blvd. Apt #8 - TBRA - Tamarina Robinson
JESSICA QUECK	247.50	REIMBURSEMENT FOR 83 AIR HILL OVERPAYMENT
JESSICA QUECK	165.00	REIMBURSEMENT FOR 1331 PINE OVERPAYMENT
John E Bannon	200.00	2024-25 (FY25 People's Choice - per bs
JOHN F MORAN	125.00	sound system used moran
JOHN'S ON-SITE GOLF CAR SERVICE	840.00	GOLF CART RENTAL
JOHNSON PLASTICS PLUS	994.46	Operating Supplies
KEN SAIKI DESIGN INC	15,986.25	COMISKEY PARK -PHASE 2
KIM A HERRIG	412.00	FY26 Custodial Services for 300 Main, Suite 330
KRAEMERS WATER STORE INC	38.42	Bottled Water Service for Landfill 07/30/25
KRAMER PEST CONTROL	128.40	BEES IN SLIDE RAILING AT SUTTON POOL
KRUSER SEPTIC SERVICE INC	2,557.50	FY26 Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	322.50	FY26 WRRR As Needed Maintenance
KRUSER SEPTIC SERVICE INC	687.50	FY26 WRRR As Needed Maintenance
KRUSER SEPTIC SERVICE INC	615.00	FY26 WRRR As Needed Maintenance
KURT P WELAND	125.00	SOFTBALL UMPIRE
Laila Sunders	126.70	MILEAGE REIMBURSEMENT
LAMAR TEXAS LIMITED PARTNERSHIP	413.00	Denver Air Conn Marketing - New service ORD-DBQ
LAMAR TEXAS LIMITED PARTNERSHIP	630.00	Denver Air Conn Marketing - New service ORD-DBQ
LIME ROCK SPRINGS CO	63.30	BEVERAGES THROUGH JUNE 2026
LIME ROCK SPRINGS CO	330.40	BEVERAGES THROUGH JUNE 2026
LIME ROCK SPRINGS CO	12.18	BEVERAGES THROUGH JUNE 2026
LIME ROCK SPRINGS CO	435.93	BEVERAGES THROUGH JUNE 2026
LINK HYDRAULIC & SUPPLY	952.77	UNIT# 2704 Reseal Cylinder & Replace Steel Line
LOCATORS LTD	75.00	INSPECTION OVERPAYMENT 4959 WILDFLOWER
LOCATORS LTD	75.00	RENTAL INSPECTION OVERPAYMENT 1365 MISSOURI
LOCATORS LTD	75.00	REIMBURSEMENT FOR INSPECTION OVERPAYMENT 2850 INDI
LOCATORS LTD	75.00	INSPECTION OVERPAYMENT REIMBURSEMENT 3260 CIDER RD
LOCATORS LTD	75.00	INSPECTION OVERPAYMENT REIMBURSEMENT 1982 JEFFREY
MACQUEEN EQUIPMENT GROUP	749.11	STOCK - Parts for New Refuse Packers
MACQUEEN EQUIPMENT GROUP	477.11	STOCK - New Refuse Packer Parts: Side Roller
MACQUEEN EQUIPMENT GROUP	(308.96)	UNIT# 4007 Brake Valve Spool
MACQUEEN EQUIPMENT GROUP	586.28	STOCK - Refuse Truck Parts
MACQUEEN EQUIPMENT GROUP	1,402.68	UNIT# 4007 Street Sweeper Broom Replacement
MACQUEEN EQUIPMENT GROUP	92.54	UNIT# 2704 Parts for Hydraulic Leak Repair
MANUFACTURERS' NEWS INC	283.90	Wisconsin Business Directory
MARTIN EQUIPMENT OF IL INC	49.28	UNIT# 4930 Replace Circulation Air Filter
MARTIN EQUIPMENT OF IL INC	279.86	UNIT# 4034 Bushing Kit and Ancillary Parts
MARTIN EQUIPMENT OF IL INC	1,370.67	UNIT# 3456 Replace Roller (Bearings Failed)
MARTIN EQUIPMENT OF IL INC	2,102.93	UNIT #3455 Replace Alternator
MARTIN EQUIPMENT OF IL INC	1,065.78	UNIT# 3455 Stabilizer Busing Replacement
MARTIN EQUIPMENT OF IL INC	178.55	UNIT# 3209 Replacement Pump and Horn
MARTIN EQUIPMENT OF IL INC	246.55	UNIT# 3467 Replacement Part and Tool
MARTIN EQUIPMENT OF IL INC	(31.22)	UNIT# 4034 Replacement Parts
Matthew Kalcevich	656.55	Reimbursement for interview expenses-Parks Rec Dir

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MCDERMOTT EXCAVATING	14,235.00	Chesterfield Fiber Line
MCGRATH AUTOMOTIVE GROUP INC	43,741.00	2: 2025 Chevrolet Silverado 4x4 Ext Cab
MICHAEL J SULLIVAN	125.00	SOFTBALL UMPIRE
MICHAEL W BENEFIELD	871.00	CAMPGROUND MANAGER PAYMENTS FY25
MICHAEL W BENEFIELD	828.57	CAMPGROUND MANAGER PAYMENTS FY25
MICHAEL W WEIKERT JR	954.00	LF- Collection and proper disposal of appliances
MICHELINE WITTER	45.00	REIMBURSEMENT FOR OVERPAYMENT OF 2905 ASBURY
MICS CONSTRUCTION	2,600.00	739 & 739.5 Alta Vista Work
MICS CONSTRUCTION	43,200.00	2532 Broadway 21 Lead and HH Work
MID AMERICAN SIGNAL INC	52,682.00	Tesco Combo & BBS Side Mount
Midpoint International Inc	7,929.00	LF- Containers
MIDWEST TAPE LLC	682.29	Adult DVDs, BluRays, CD Audio for collection
MIDWEST TAPE LLC	53.23	Adult DVDs, BluRays, CD Audio for collection
MIKE FINNIN FORD LLC	147.29	UNIT# 2619 Replace Solenoid Assembly
MIKE FINNIN FORD LLC	427.20	UNIT# 9021 Replace Mirror Assembly
MIKE FINNIN FORD LLC	245.07	UNIT #2617 Replace Vehicle Sensors
MIKE FINNIN FORD LLC	382.25	UNIT #110040 Steering Wheel Assembly
MIKE FINNIN FORD LLC	251.28	STOCK - Oil Filter Assembly
Mint Green Group USA	130.00	PRO SHOP ITEMS
Mint Green Group USA	145.01	PRO SHOP MERCHANDISE
Mint Green Group USA	1,017.00	PRO SHOP MERCHANDISE
Mint Green Group USA	104.55	PRO SHOP SPECIALTY ITEM
MI-T-M EQUIPMENT SALES & SERVICE	35.19	LF- Sharpen Chainsaw Chain
MODERN PIPING INC	13,579.00	Install Gas Meter for Portable Boiler
MODERN PIPING INC	3,023.00	Digester #2 Repair - Pipe Removal and Replacement
MOLLY M SCHREIBER	2,280.00	FY26 RECREATION CLASS INSTRUCTOR
Molly Spain	1,000.00	2025-26 (FY26) Best in Show – per bs
MOLO OIL COMPANY	1,116.97	CoD Fuel 6/20/2025 to 7/19/2025
MSA PROFESSIONAL SERVICES INC	832.50	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MSA SAFETY SALES	2,733.31	Air Monitors and Gas Detector
MSA SAFETY SALES	17,096.84	Air Monitors and Gas Detector
MTI DISTRIBUTING INC	244.47	TORO PARTS #4474
MULGREW OIL COMPANY	681.15	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	712.23	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	2,791.83	LF-# 2 PRM DYED WNTR DSL ULS15PPM 07/29/25
MULGREW OIL COMPANY	1,845.26	LF-# 2 PRM DYED WNTR DSL ULS15PPM 07/31/25
MULGREW OIL COMPANY	2,091.36	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/05/25
MULGREW OIL COMPANY	1,614.14	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/07/25
MUNICIPAL COLLECTIONS OF AMERICA IN	93.34	Collection Fees for Utility Billing
MUNICIPAL PIPE TOOL CO LLC	995.20	UNIT# 2711 Replace Round Cleat Track Assembly
MUNICIPAL PIPE TOOL CO LLC	679.30	UNIT# 2711 Replace Air Motor Collet Shaft
MY FOUR CREATIVE LLC	300.00	2025 Development Video Updates
MYERS-COX CO	223.03	MISC FOOD ITEMS- MCALEECE CONCESSIONS
NETWORK COMPUTER SOLUTIONS	10,260.00	System to backup traffic servers
NETWORK COMPUTER SOLUTIONS	918.75	Service on July 11th
NICK MEYEER	45.00	RENTAL LICENSE OVERPAYMENT FOR 7710 N WESTBROOK
Nicole Beck	200.00	aotr mileage reimb
NORTHERN LIGHTS FOODSERVICE	319.32	MISC FOOD ITEMS- BHGC
NORTHERN LIGHTS FOODSERVICE	404.83	MISC FOOD ITEMS- BHGC
Olliewood	5,000.00	YCAF-Wear it forward_Youth-led clothing swaps & up
O'REILLY AUTOMOTIVE INC	53.94	SHOP SUPPLIES - 4 oz Brake QIET
O'REILLY AUTOMOTIVE INC	(40.00)	UNIT# 5319 Bracket Caliper & 3 Volt Battery
O'REILLY AUTOMOTIVE INC	85.64	UNIT #2602 Fleetrunners
O'REILLY AUTOMOTIVE INC	154.99	UNIT #3463 Replace Brake Rotors and Pads
O'REILLY AUTOMOTIVE INC	17.82	UNIT# 2614 Bleeder Kit
ORIGIN DESIGN CO	33,220.50	Task order 35-1
ORIGIN DESIGN CO	382.50	Cedar Cross Sanitary Task Order
ORIGIN DESIGN CO	13,384.00	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	44,020.20	Kerper Lift Station Consulting Engineering
ORKIN LLC	77.18	Pest Control for the Landfill 01/16/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ORKIN LLC	80.40	Pest Control for the Landfill 003/20/25
ORKIN LLC	80.40	Pest Control for the Landfill 08/07/25
ORKIN LLC	195.00	MSC pest control
OVERDRIVE INC	841.95	Downloadable Ebooks and EAudio for Adult Collectio
OVERHEAD DOOR COMPANY	873.50	JOTC garage door repairs
OVIVO USA LLC	32,403.00	Parts for the Digester Mixers
OWEN WAGNER	25.90	MILEAGE REIMBURSEMENT
PASSPORT LABS INC	1,718.25	Passport Parking Meter App FY26
PENDLETON TURF SUPPLY	159.50	TURF CHEMICALS
Peterbilt of Wisconsin	(1,451.98)	Stock 4515T 1088 CAST BRAKE SHOE KIT, CAST SHOE KI
Peterbilt of Wisconsin	(317.94)	STOCK - Vehicle Brakes and Cores
Peterbilt of Wisconsin	1,705.70	STOCK Brakes
Peterbilt of Wisconsin	935.90	STOCK - Brake Drums and Shoe Kits
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PITNEY BOWES GLOBAL FINANCIAL	824.94	Lease for Postage Meter 2025-06-06 to 2025-09-05
PLANET TECHNOLOGIES INC	2,862.96	Add'l Licenses for New Users, both G1 and P1.
PORTZEN CONSTRUCTION INC	167,675.00	Ruby Sutton Bldg Second Floor Remodel Project
POWER PROCESS EQUIPMENT INC	41,965.00	Repair Draft Tube Mixer Pipe on Digester #2
RACOM CORPORATION	2,837.12	LF- Maint Portable, Mobile, and Battery 07/30
RACOM CORPORATION	2,579.20	2025/2026 COMMUNICATIONS SUPPORT CONTRACT
RACOM CORPORATION	128.96	Wireless Communications Support Contract
RADIO DUBUQUE INC	45.00	OAHMP Radio Dubuque Ads
RAM SERVICES LLC	100.00	2687 Jackson 1&2 Radon Testing
RAYMOND L GOEDERT	50.00	SOFTBALL UMPIRE
RDG PLANNING & DESIGN	11,802.50	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	2,695.00	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	1,033.00	Q Casino Amphitheater Planning-New PO w/New Coding
RICHARD AND NANCY KELLY	90.00	REIMBURSEMENT FOR 2101 RHOMBERG OVERPAYMENT
Richard M Lammer	60.00	Art @ your library June/July 2025 sales to artist
RILCO, Inc	7,465.65	STOCK - Bulk Lubricants & Washer Fluid
RILCO, Inc	267.75	Def Bulk
RITE ENVIRONMENTAL INC	255.00	LF- Recycle Oil
RIVER CITY STONE	203.44	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	95.73	JUL-DEC Various Stone
RIVER CITY STONE	148.76	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	308.56	GABION STONE FOR EPP
RIVER CITY STONE	224.71	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	20.00	LIME FOR MCALEECE
RIVER CITY STONE	447.42	JUL-DEC Various Stone
ROBERT G WRIGHT JR	10,800.00	815 Harlan Final Work
ROCHESTER ARMORED CAR CO INC	377.10	DMASWA armored car service 07/31/25
ROEDER OUTDOOR POWER EQUIPMENT	98.16	UNIT# 4011 Replace Instrument Panel
Ronald V Burbach	1,932.00	Parking Lot Weed Control
Ryan Knuckey	222.40	TRAVEL REIMBURSEMENT 7/15/25-7/18/25
SADLER POWER TRAIN INC	584.84	STOCK - Filters, Grease Tube, & Tensioner
SADLER POWER TRAIN INC	628.96	UNIT# 3207 Brake Shoe Kit, Brake Drum,
SADLER POWER TRAIN INC	932.19	UNIT# 1998 Ross Freightliner Power Steering Gear
SADLER POWER TRAIN INC	335.37	UNIT# 1998 Power Steering Pump and Gasket
SAFETY-KLEEN CORP	682.69	LF Parts Wash Station Maintenance 07/31/25
Schadl Incorporated	998.94	Landfill General Plumbing- Shop Pit Maint. 07/18/2
Schadl Incorporated	824.36	Landfill General Plumbing- Shop Pit Maint. 07/29/2
Schadl Incorporated	285.60	Landfill General Plumbing- Shop Pit Maint. 07/29/2
SHANTE S WESTON	1,750.00	Tuition Reimbursement for Summer 2025
SIEMENS INDUSTRY INC	1,154.00	Universal Level Transducer for WRRRC levels
SPRING GREEN LAWN CARE	39.85	WEED CONTROL
SPX CORPORATION	188.40	Genfare Mobile Ticketing April 25
State of Iowa Dept of Inspections and Appeals	80.00	FY26 ANNUAL BOILER INSPECTION - ELM STREET
STRAND ASSOCIATES INC	3,423.68	WRRRC Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	12,591.72	WRRRC Roadmap-Single Shift Operations/SCADA Review

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
STRAND ASSOCIATES INC	3,775.97	WRRC Assistance - Post 12/4/24 Event
STRAND ASSOCIATES INC	7,281.07	WRRC SCADA Set Up/On Demand Svcs-FY25-26
SUSAN M STOPPELMOOR	3,681.60	FY26 RECREATION CLASS INSTRUCTOR
Tanya M Neal	91.70	MILEAGE REIMBURSEMENT
TAYLOR MADE GOLF	487.08	PRO SHOP ITEMS
TAYLOR MADE GOLF	300.40	PRO SHOP ITEMS
TAYLOR MADE GOLF	547.92	PRO SHOP MERCHANDISE
TC SouthAtlantic Inc.	807.84	STOCK - After Treatment System Cleaner
TC SouthAtlantic Inc.	758.00	STOCK - After Treatment System Cleaner
Telos Corporation	182.00	Blanket Purchase Order - Fingerprinting
TERRACON CONSULTANTS INC	1,486.25	Geotechnical Eng Srv Old Mill Pumping Station Forc
TERRACON CONSULTANTS INC	432.32	Geotechnical Eng Srv Old Mill Pumping Station Forc
THE DUBUQUE ADVERTISER	483.50	Blanket Purchase Order - Marketing
THE FISCHER COMPANIES	160.00	1200 Main - 1200 Iowa Parking Lot & Building
THE FISCHER COMPANIES	80.00	FY26 Parking
The Home City Ice Company	223.95	Ice for NATA event
The KZone Inc	2,204.00	SUMMER 2025 KZONE PROGRAMS
THE LOCKSMITH EXPRESS	39.00	MSC Keys
THE LOCKSMITH EXPRESS	42.50	LOCKS AND KEYS FOR PARKS
THE POINT NEIGHBORHOOD ASSOCIATION	698.57	FY 2026 PNA Neighborhood Grant - NNO
THOMPSON TIRE & RETREAD	62.00	UNIT # 2602 Replace (2) High Pressure Valves
THOMPSON TIRE & RETREAD	1,173.54	UNIT# 540003 Replace (2) Tires
THOMPSON TIRE & RETREAD	59.25	SHOP USE - Tire Plugs & Nail Hole Patches
THOMPSON TIRE & RETREAD	598.27	UNIT# 3412 Tire Replacement
THREE RIVERS FS INC	138.00	LF SPECTRA LUBE RED GREASE #2 TUBE
THREE RIVERS FS INC	43.65	SHOP SUPPLIES - LP Gas Cylinder for Shop Use
TIM WILLIS WINDOW CLEANING LLC	210.00	MSC window cleaning 08/08/25
TIMOTHY P GOTTSCHALK	150.00	SOFTBALL UMPIRE
TM Inc	300.00	Mail Courier Service FY '26
TM Inc	330.00	Mail Courier Service (AWAITING CONTRACT)
TONYA S ENGLAND	690.96	Tuition Reimbursement for Summer 2025
TOWNSQUARE MEDIA LLC	1,200.00	Blanket Purchase Order - Marketing
Tracy Schadle	1,750.00	Tuition Reimbursement for Summer 2025
TRAVIS F SMITH	8,078.50	FY26 Lawn Mowing Services
TRAVIS F SMITH	8,078.50	FY26 Lawn Mowing Services
TRUCK EQUIPMENT INC	3,085.92	UNIT# 4008 Sweeper Truck Brushes
TSCHIGGFRIE EXCAVATING	602.50	FY26 As Needed Maintenance
TSCHIGGFRIE EXCAVATING	20,167.94	Emergency Sanitary Repair Jones S Main
TSCHIGGFRIE EXCAVATING	399,688.63	Kerper Blvd Lift Station Replacement
TURPIN DODGE OF DUBUQUE LLC	(2.66)	UNIT# 110010 Replacement Parts: Hex Screws
TURPIN DODGE OF DUBUQUE LLC	339.00	UNIT# 3419 AC Valve COO
TURPIN DODGE OF DUBUQUE LLC	140.10	STOCK - Filter Kits
TYLER TECHNOLOGIES, INC	16,629.00	6/1/25-5/31/26 Services
TYLER TECHNOLOGIES, INC	373,574.00	6/1/25-5/31/26 Services
TYLER TECHNOLOGIES, INC	39,538.71	Tyler Services
UNION HOERMANN PRESS	1,916.75	Utility bill insert - get involved
US Foods	1,077.92	MISC FOOD PRODUCTS FOR BHGC
US Foods	201.49	MISC FOOD ITEMS- BHGC
US Peroxide LLC	13,846.20	Chemical Dosing at the WRRC - FY25-26
VAN-WALL EQUIPMENT CO	31.42	ENGINE OIL FILTER FOR DIESELS
Veolia Water Technologies Treatment Solutions USA	3,282.10	UV System Cable & Harness Replacement
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
VERIZON WIRELESS SERVICES LLC	104.20	Fixed Route Signs Data
Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
Vidl Solutions, Inc	25,470.00	CC Goal-Organizational Culture Continuous Improvem
WATER SOLUTIONS UNLIMITED INC	11,003.20	FY2026 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WELU PRINTING COMPANY	896.93	BROCHURES FOR EPP
WELU PRINTING COMPANY	391.00	STAFF BUSINESS CARDS
WELU PRINTING COMPANY	253.22	3000 #10 window envelopes
WELU PRINTING COMPANY	78.20	HmRts Department Name Change Business Cards

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
WELU PRINTING COMPANY	223.91	POSTCARDS FOR RIBBON CUTTING-ENGLISH RIDGE
WESLEY HEIMKE	135.00	REIMBURSEMENT FOR OVERPAYMENT 621 MERCHANT
WESTPHAL & COMPANY, INC	7,760.00	Ruby Sutton Bldg - Access Control System
WESTPHAL & COMPANY, INC	6,180.00	Theia Lenses
WHKS AND COMPANY	7,728.39	WHKS Task Order22 Blum Structural
WHKS AND COMPANY	3,268.26	Grand Harbor Waterpark Structure Inspection
WHKS AND COMPANY	8,649.80	Auburn and Custer Bidding and Construction Assista
	<u>\$ 3,122,843.87</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
518523	8/13/2025	1400 Central, LLC	\$ 35,000.00	1400 Central
260100070	7/31/2025	7G DISTRIBUTING LLC	177.00	Alcohol purchase recreation
260200007	8/6/2025	7G DISTRIBUTING LLC	1,426.00	Alcohol purchase recreation
1015403	8/13/2025	A1 TAXI AND DELIVERY LLC	398.00	529 Pickett & 739.5 Alta Vista Relocation Transpor
1015401	8/13/2025	ACCURATE ANALYTICAL TESTING	104.00	855 Cleveland Initial Wipes
1015349	8/6/2025	ADVANTAGE SHEET METAL INC	142.50	HVAC Service Call HR
1015395	8/13/2025	AIRGAS USA LLC	3,308.66	Liquid Oxygen for the WRRRC - FY26
1015408	8/13/2025	Allen Media Broadcasting Evansville, Inc.	1,300.00	Blanket Purchase Order - Marketing
1015391	8/13/2025	ALLENDER BUTZKE ENGINEERS INC	28,032.70	Geotechnical North Schmitt Island Collection Syste
518474	8/13/2025	ALLIANT ENERGY	114.94	ELECTRIC BILLS FOR FY26
518474	8/13/2025	ALLIANT ENERGY	7,495.35	ELECTRIC BILLS FOR FY26
518474	8/13/2025	ALLIANT ENERGY	258.09	ELECTRIC BILLS FOR FY26
518474	8/13/2025	ALLIANT ENERGY	9.43	Blanket Purchase Order - Monthly Electric Service
518474	8/13/2025	ALLIANT ENERGY	16,010.74	Electrical Service for Building
518474	8/13/2025	ALLIANT ENERGY	67.88	514 Angella St - Alliant Energy (City Owned)
518474	8/13/2025	ALLIANT ENERGY	23.93	2820 Brunswick St.-Alliant Energy (City Owned)
518473	8/13/2025	ALLIANT ENERGY	30,202.95	WRRRC Lift Stations - Electricity Expense FY26
518520	8/13/2025	Amelia Blue Goera	400.00	23-24AOTR/"If You Build It"
1015409	8/13/2025	Ascendance Trucks LLC	494.32	STOCK - Crankcase Ventilation Filters
518515	8/13/2025	Autohaus LTD	721.29	UNIT# 2602 Remanufactured Compressor
518505	8/13/2025	AUTOMOTIVE ENTERPRISES (AIH)	92.50	Franchise Fee FY26
518489	8/13/2025	B L MURRAY COMPANY INC	342.36	Wypalls, Backordered
518489	8/13/2025	B L MURRAY COMPANY INC	420.36	Cleaning Supplies
1015424	8/13/2025	BARD MATERIALS CENTRAL	489.70	Various Concrete Products
1015424	8/13/2025	BARD MATERIALS CENTRAL	502.63	Various Concrete Products
1015424	8/13/2025	BARD MATERIALS CENTRAL	990.30	Various Concrete Products
1015424	8/13/2025	BARD MATERIALS CENTRAL	1,327.35	Various Concrete Products
1015424	8/13/2025	BARD MATERIALS CENTRAL	844.20	Various Concrete Products
1015424	8/13/2025	BARD MATERIALS CENTRAL	422.10	Various Concrete Products
1015424	8/13/2025	BARD MATERIALS CENTRAL	855.40	Various Concrete Products
518512	8/13/2025	BB MURALS	400.00	AOTR 2025-2026 Exhibiting Artist-Pollinator
1015418	8/13/2025	BIECHLER ELECTRIC INC	260.69	Blanket Purchase Order - Building Maintenance
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	465.72	NATURAL GAS FOR FY26
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.26	NATURAL GAS FOR FY26
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	44.03	NATURAL GAS FOR FY26
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	42.81	NATURAL GAS FOR FY26
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	42.81	NATURAL GAS FOR FY26
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	42.81	NATURAL GAS FOR FY26
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	51.80	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	42.99	Blanket Purchase Order - Monthly Gas Service
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.41	Blanket Purchase Order - Monthly Gas Service
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	63.57	Blanket Purchase Order - Monthly Gas Service
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.26	FY2026 BLANKET PO - GAS COSTS
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.67	FY2026 BLANKET PO - GAS COSTS
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	42.81	FY2026 BLANKET PO - GAS COSTS
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	23.28	2820 Brunswick St.-Black Hills Energy (City Owned)
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	22.37	2527 Washington St (City Owned) Black Hills Energ
1015366	8/13/2025	BLACK HILLS/IOWA GAS UTILITY CO	23.28	821 Garfield Ave. - Black Hills Energy (City Owned)
1015367	8/13/2025	BLACKSTONE AUDIO BOOKS	671.26	CD Audio Books for Library Collection
1015417	8/13/2025	Blum Enterprises, LLC	1,500.00	716 Ries St. Apt #2 - Security Deposit Assistance
1015406	8/13/2025	Boomerang Corp	349,716.29	Relocate Taxiway Alpha Phase 3 - Phase 2 Constr.
1015427	8/13/2025	BOUND TO STAY BOUND BOOKS INC	547.48	Children's books for collection
1015404	8/13/2025	Brandon Barbour	100.00	Per Diem 2025 GTSP Conference
518529	8/13/2025	Brian Graham	268.00	Art @ your library June/July 2025 sales to artist
1015396	8/13/2025	BRIAN S FELDOTT	280.70	MILEAGE REIMBURSEMENT
1015400	8/13/2025	BRIANNA S JUSTIN	227.87	Per Diem Hero's Academy
1015363	8/6/2025	CAPITAL SANITARY	13.53	ST5-Janitorial Supplies
1015363	8/6/2025	CAPITAL SANITARY	60.88	Janitorial Supplies
1015363	8/6/2025	CAPITAL SANITARY	311.54	SUPPLIES FOR BHGC
1015363	8/6/2025	CAPITAL SANITARY	138.44	MISC SUPPLIES FOR BHGC
1015363	8/6/2025	CAPITAL SANITARY	255.28	JANITORIAL SUPPLIES FOR PARKS
1015363	8/6/2025	CAPITAL SANITARY	233.22	JANITORIAL SUPPLIES FOR PARKS
1015428	8/13/2025	CAPITAL SANITARY	1,303.76	Bathroom toiletries for library restrooms
1015428	8/13/2025	CAPITAL SANITARY	192.89	ST2-Janitorial Supplies
1015428	8/13/2025	CAPITAL SANITARY	81.03	CLEAR PET COLD CUPS
260200013	8/4/2025	CENTURY LINK	126.78	FY26 CL Phone Charges
260200014	8/11/2025	CENTURY LINK	42.26	FY26 CL Phone Charges
260200015	8/1/2025	CENTURY LINK	42.26	FY26 CL Phone Charges
260200016	8/1/2025	CENTURY LINK	2,975.12	FY26 CL Phone Charges
260200019	8/4/2025	CENTURY LINK	336.58	FY26 CL Phone Charges
260200020	8/1/2025	CENTURY LINK	37.26	FY26 CL Phone Charges
260200021	7/31/2025	CENTURY LINK	131.77	FY26 CL Phone Charges
1015368	8/13/2025	CES COMPUTERS INC	5,688.74	Computer Replacements
518527	8/13/2025	Chris Plaisted Sculpture LLC	400.00	AOTR 2025-2026 Exhibiting Artist "Wind in the Wave
1015369	8/13/2025	CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
518476	8/13/2025	CINTAS FIRST AID & SAFETY	141.77	FIRST AIDE CABINET RESTOCKED
518477	8/13/2025	CLARKE UNIVERSITY	5,473.15	Franchise Fee FY26
518477	8/13/2025	CLARKE UNIVERSITY	130.45	Franchise Fee FY26
1015362	8/6/2025	COMELEC INTERNET SERVICES	126.45	COMELEC INTERNET SERVICE FY26
1015362	8/6/2025	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS-FY26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1015350	8/6/2025	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units - FY26
1015350	8/6/2025	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units - FY26
518502	8/13/2025	COMMUNITY INCORPORATED	250.00	Blanket Purchase Order - Marketing
1015393	8/13/2025	CONSTELLATION NEW ENERGY GAS DIV	2,101.40	Utility gas for library
1015393	8/13/2025	CONSTELLATION NEW ENERGY GAS DIV	4,857.25	Natural Gas - FY26 - Constellation
1015407	8/13/2025	Cooper Kay	729.00	Tuition Reimbursement for Period 5
1015370	8/13/2025	COPY SYSTEMS INC	394.70	Typewriter maintenance 6/25 to 6/26
1015419	8/13/2025	CRESCENT ELECTRIC	1,850.69	Street Meter Batteries
518510	8/13/2025	CURT'S SIGNATURE SIGN	2,978.00	Solid Waste- Recycling Container Tack Decals 07/21
518475	8/13/2025	DAN ARENSDORF CONSTRUCTION	15,414.54	2025 Concrete ROW Storm Repairs
518507	8/13/2025	DAVID A OLSON	180.00	Art @ your library June/July 2025 sales to artist
518498	8/13/2025	DAVID T RESNICK	400.00	AOTR 2025-2026 music Friday, August 1, 2025 3-5
1015414	8/13/2025	Debra A Meyer	100.80	Auburn Custer Temp Easement
1015380	8/13/2025	DEBRA A SEARLES	52.22	PARTIAL JUNE & JULY 2025 MILEAGE FOR DEB SEARLES
1015371	8/13/2025	DEMCO INC	388.64	Processing supplies for library materials
518521	8/13/2025	Discover Hospitality LLC	416.60	767 Nevada Relocation
518481	8/13/2025	DISH NETWORK LLC	160.10	Blanket Purchase Order - Monthly TV Service
1015386	8/13/2025	DITTMER RECYCLING INC	391.52	Blanket Purchase Order - Monthly Refuse Collection
1015364	8/5/2025	DUBUQUE AREA CONVENTION & VISITORS	439,922.75	FY 2026 COS/POS Travel D
518522	8/13/2025	Dubuque Bikes, Inc.	2,439.74	SD Grant-Bike Week-Bike Coop
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	200.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
518478	8/13/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	EPA ENVIRONMENTAL CLEARANCE-COMISKEY
1015372	8/13/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	135,211.57	FUNDING MATCH HAM HOUSE RESTORATION
518479	8/13/2025	DUBUQUE COUNTY SHERIFF	222.42	Dubuque County Sheriff MediaCom Apr-Jun
1015351	8/6/2025	DUBUQUE FIRE EQUIPMENT INC	60.00	City Hall Fire Ext. Inspection
1015373	8/13/2025	DUBUQUE HOSE & HYDRAULICS	59.79	SHOP SUPPLIES -
518501	8/13/2025	DUBUQUE SCREW PRODUCTS INC	6,080.17	Franchise Fee FY26
518480	8/13/2025	DUBUQUE VISITING NURSE ASSOCIATION	780.82	Sept 2024 HHP VNA Work
1015425	8/13/2025	DUBUQUELAND DOOR COMPANY	2,150.00	MSC- Maintenance door new operator
1015374	8/13/2025	EAST CENTRAL INTERGOVERN ASSOC	230.64	Franchise Fee FY26
518531	8/13/2025	Elizabeth A. Lee	76.95	Auburn Custer Temp Easement
1015411	8/13/2025	Euna Solutions, Inc.	10,000.00	IWT Software License Fees
1015390	8/13/2025	EXPRESS EMPLOYMENT PROFESSIONALS	1,236.62	C063 - Administrative Assistant 07/20/25
1015390	8/13/2025	EXPRESS EMPLOYMENT PROFESSIONALS	1,095.00	Temporary Administrative Assistant for HR
518367	7/31/2025	FHR Services, LLC	1,311.40	2025 Tack
518496	8/13/2025	FHR Services, LLC	1,789.35	2025 Tack- 07/09/25
518482	8/13/2025	FINLEY HOSPITAL	237.13	Franchise Fee FY26
518482	8/13/2025	FINLEY HOSPITAL	3,685.42	Franchise Fee FY26
518482	8/13/2025	FINLEY HOSPITAL	190.57	Franchise Fee FY26
518517	8/13/2025	First District Department of Corrections	97.13	Franchise Fee FY26
518517	8/13/2025	First District Department of Corrections	748.52	Franchise Fee FY26
1015376	8/13/2025	FOUR MOUNDS FOUNDATION	4,000.00	923 Stone Ridge OAHMP Work
1015376	8/13/2025	FOUR MOUNDS FOUNDATION	5,000.00	872 Stone Ridge OAHMP Work
1015412	8/13/2025	GENUINE PARTS COMPANY INC	149.97	STOCK - Hydraulic, Air and Platinum Kit
1015412	8/13/2025	GENUINE PARTS COMPANY INC	10.62	SHOP SUPPLIES - Glass Cleaner
1015412	8/13/2025	GENUINE PARTS COMPANY INC	499.27	STOCK FILTERS - Oil, Cabin, Air & Motor Oil
1015412	8/13/2025	GENUINE PARTS COMPANY INC	107.33	UNIT# 2619 Filter Kit and Gasket Sealer
518483	8/13/2025	GIESE MANUFACTURING CO INC	1,321.74	Franchise Fee FY26
1015377	8/13/2025	HILLCREST FAMILY SERVICES INC	54.57	Franchise Fee FY26
1015377	8/13/2025	HILLCREST FAMILY SERVICES INC	530.66	Franchise Fee FY26
1015405	8/13/2025	HM Life Insurance Company	94,019.30	Stop Loss Insurance premium for July 2025
518366	7/31/2025	HYGIENIC LABORATORY	794.00	METALS & PERFLUORINATEDS TESTING TEE
1015402	8/13/2025	IMWCA	81,081.00	Work Comp Premium - 7 Installments - Installment 2
518513	8/13/2025	INFOSEND INC	17,593.74	June Charges
1015392	8/13/2025	INGRAM LIBRARY SERVICES INC.	3,065.88	Circulating materials Adult library collection
1015392	8/13/2025	INGRAM LIBRARY SERVICES INC.	796.16	Children's books for collection
260200004	8/1/2025	IOWA BEVERAGE SYSTEMS INC	635.80	Alcohol Purchases - Recreation
518535	8/13/2025	IOWA DEPARTMENT OF HHS	179.69	UB 26109 9762 O'ROURKE
518524	8/13/2025	James Cole	400.00	AOTR 2025-2026 Exhibiting Artist --"Verdi's Path
518525	8/13/2025	John Merigian	400.00	AOTR 2025-2026 Exhibiting Artist --"Homage...
1015398	8/13/2025	Kanopy Inc	1,014.00	Kanopy Streaming Services for Adult Collection
1015352	8/6/2025	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
1015352	8/6/2025	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
1015352	8/6/2025	KONE INC	271.84	Elevator Maintenance
1015413	8/13/2025	Kurt Stierman	332.00	Art @ your library June/July 2025 sales to artist
1015360	8/6/2025	LANDMARK TURF SERVICES LLC	785.00	Bare Ground McCoy Parking Lot
1015426	8/13/2025	LIBERTY TIRE RECYCLING LLC	10,461.17	LF- Tire Recycling
1015426	8/13/2025	LIBERTY TIRE RECYCLING LLC	9,828.50	LF- Tire Recycling
1015420	8/13/2025	MAQUOKETA VALLEY ELECTRIC COOP	1,993.19	Blanket Purchase Order - Monthly Electric Service

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1015415	8/13/2025	MARINA OKRAY	34.30	MILEAGE REIMBURSEMENT
518484	8/13/2025	MARTIN EQUIPMENT OF IL INC	452.51	UNIT# 4929 Oil Line
518484	8/13/2025	MARTIN EQUIPMENT OF IL INC	1,659.16	UNIT# 3455 Replace EGR Valve
518528	8/13/2025	Matthew Miller	400.00	AOTR 2025-2026 Exhibiting Artist --"Social Fabric"
518485	8/13/2025	MEDIACOM	236.90	INTERNET FOR TREE CREW-FY26
518486	8/13/2025	MEDICAL ASSOCIATES CLINIC PC	329.00	MMPI-Fire and Police
1015410	8/13/2025	MGT Impact Solutions, LLC	10,254.00	Recruitment and Search for Parks & Rec Director
518534	8/13/2025	MICHAEL W OGLESBY FOUNDATION INC	300.00	DD REFUND SE24-057
1015389	8/13/2025	MIDWEST TAPE LLC	6,745.63	Downloadable materials Hoopla
1015389	8/13/2025	MIDWEST TAPE LLC	59.23	Adult DVDs, BluRays, CD Audio for collection
1015389	8/13/2025	MIDWEST TAPE LLC	393.58	Adult DVDs, BluRays, CD Audio for collection
1015389	8/13/2025	MIDWEST TAPE LLC	627.49	Adult DVDs, BluRays, CD Audio for collection
260200005	8/4/2025	MIDWESTONE BANK	656,281.00	August 2025 HAP
260200006	8/4/2025	MIDWESTONE BANK	2,547.16	August 2025 Admin Fee
1015375	8/13/2025	MIKE FINNIN FORD LLC	175.92	UNIT# 2619 Auto Transmission Oil
518509	8/13/2025	MILLWORK HOTEL ASSOCIATES LLC	672.55	1783 Heeb #2 Relocation
518509	8/13/2025	MILLWORK HOTEL ASSOCIATES LLC	2,372.16	2532 Broadway Relocation
518526	8/13/2025	Molly Spain	400.00	AOTR 2025-2026 Exhibiting Artist-Sounds...
518487	8/13/2025	MOLO OIL COMPANY	19,522.51	CoD NCA Fuel 6/20/2025 to 7/19/2025
518487	8/13/2025	MOLO OIL COMPANY	6,387.57	CoD Fire-Fuel 6/20/2025 to 7/19/2025
518487	8/13/2025	MOLO OIL COMPANY	15,417.73	CoD Fuel 6/20/2025 to 7/19/2025
1015378	8/13/2025	MORRISON BROTHERS CO	111.10	Franchise Fee FY26
1015378	8/13/2025	MORRISON BROTHERS CO	741.44	Franchise Fee FY26
1015378	8/13/2025	MORRISON BROTHERS CO	506.06	Franchise Fee FY26
1015378	8/13/2025	MORRISON BROTHERS CO	470.34	Franchise Fee FY26
1015378	8/13/2025	MORRISON BROTHERS CO	9,062.18	Franchise Fee FY26
1015378	8/13/2025	MORRISON BROTHERS CO	2,905.61	Franchise Fee FY26
1015378	8/13/2025	MORRISON BROTHERS CO	629.08	Franchise Fee FY26
1015378	8/13/2025	MORRISON BROTHERS CO	244.13	Sewer 6pcs 1/2"x2" flat stnles cut 2ft/ 9/16" hole
518488	8/13/2025	MULGREW OIL COMPANY	767.76	LF-# 2 PRM DYED WNTR DSL ULS15PPM 07/24/25
518488	8/13/2025	MULGREW OIL COMPANY	2,535.05	LF-# 2 PRM DYED WNTR DSL ULS15PPM 07/22/25
1015353	8/6/2025	MUTUAL WHEEL COMPANY	103.70	UNIT# 2609 Replace 3.5" Exhaust Tail Pipe
518519	8/13/2025	Nathaniel Pierce	400.00	23-24AOTR/"Allura"
518519	8/13/2025	Nathaniel Pierce	400.00	23-24AOTR/"Lil' Blue"
1015379	8/13/2025	NEWSBANK INC	6,128.00	Annual Subscription to Newsbank 7/25 to 6/26
1015354	8/6/2025	NORTHEAST IOWA COMMUNITY COLLEGE	655.97	Franchise Fee FY26
1015354	8/6/2025	NORTHEAST IOWA COMMUNITY COLLEGE	28.95	Franchise Fee FY26
1015421	8/13/2025	NORTHEAST IOWA COMMUNITY COLLEGE	21.61	Franchise Fee FY26
1015421	8/13/2025	NORTHEAST IOWA COMMUNITY COLLEGE	887.12	Franchise Fee FY26
1015385	8/13/2025	NUTRI JECT SYSTEMS INC	15,338.49	Biosolids Management - WRRRC Hauling
1015385	8/13/2025	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Management - Storage
1015385	8/13/2025	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Management - Storage
1015385	8/13/2025	NUTRI JECT SYSTEMS INC	21,418.03	Biosolids Management - WRRRC Hauling
1015361	8/6/2025	PARKING INC	181.00	Iowa/Five Flags Ramp Server Maintenance
1015399	8/13/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1015399	8/13/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1015399	8/13/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1015355	8/6/2025	POLYDYNE INC	3,910.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1015355	8/6/2025	POLYDYNE INC	19,550.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1015355	8/6/2025	POLYDYNE INC	11,385.00	Polymer - 3 totes for the Drum Thickener
1015355	8/6/2025	POLYDYNE INC	3,910.00	Polymer - 1 tote - CE-2701 - for the Centrifuge
518490	8/13/2025	PROMOTION INC	756.00	BookPage annual subscription 9/25 top 8/26
1015356	8/6/2025	PUBLIC SAFETY CENTER	712.50	Streamlight Pro Tac / Streamlight TLR
518497	8/13/2025	QUEEN B RADIO WISCONSIN INC	200.00	Blanket Purchase Order - Marketing
518497	8/13/2025	QUEEN B RADIO WISCONSIN INC	400.00	Blanket Purchase Order - Marketing
518491	8/13/2025	RADIO DUBUQUE INC	500.00	Blanket Purchase Order - Marketing
518491	8/13/2025	RADIO DUBUQUE INC	500.00	Blanket Purchase Order - Marketing
518514	8/13/2025	RAM SERVICES LLC	1,085.00	733 Alpine Radon Install
518514	8/13/2025	RAM SERVICES LLC	100.00	2910 Pinard St. - Radon testing - HO Rehab
1015365	8/8/2025	Reliant Fire Apparatus, Inc.	845,065.00	FY2027 Fire Engine Replacement
1015365	8/8/2025	Reliant Fire Apparatus, Inc.	845,065.00	FY2028 Fire Engine Replacement
1015397	8/13/2025	ROBERT G WRIGHT JR	80.00	551 Kaufmann HHP Change Order 1
1015394	8/13/2025	ROEDER OUTDOOR POWER EQUIPMENT	185.22	UNIT# 3256 High Lift, 72" Deck Blade
518506	8/13/2025	ROUSSELOT INC	8,250.97	Franchise Fee FY26
518492	8/13/2025	SADLER POWER TRAIN INC	265.20	SHOP SUPPLIES - Sontax Grease Tubes
1015416	8/13/2025	SAMANTHA TRENTZ	654.00	Airfare Reimbursement
518530	8/13/2025	Sandra Beisker	180.00	Art @ your library June/July 2025 sales to artist
518532	8/13/2025	Sandra Fowler	6,000.00	Dept Mgr for Housing-Fowler Consulting
1015381	8/13/2025	Schadl Incorporated	1,344.36	Landfill General Plumbing- Shop Pit Maint. 07/08/2
518365	7/31/2025	SCOTT A COULSON	350.00	FENCE REPAIRS AT MADISON PARK
1015357	8/6/2025	SCOTT PRINTING	449.00	Hauled Waste Forms
1015357	8/6/2025	SCOTT PRINTING	259.00	FOG Log manifest Forms
1015357	8/6/2025	SCOTT PRINTING	570.00	Refuse- Printing Subscribed Cart Labels
260200001	8/4/2025	SID'S	101.74	Bunker Hill Alcohol
260200002	8/1/2025	SID'S	157.11	Bunker Hill Alcohol
518518	8/13/2025	State of Iowa Dept of Inspections and Appeals	40.00	IA084966 Cert Fee 1 year
518518	8/13/2025	State of Iowa Dept of Inspections and Appeals	40.00	IA084965 Cert Fee 1 year
518511	8/13/2025	STEPHANIE J WEHR	305.00	SRO Basic Certification
518533	8/13/2025	Susan Tollefson	240.00	Art @ your library June/July 2025 sales to artist
518503	8/13/2025	TARPOMATIC INC	3,022.35	UNIT# 3458 Replacement Parts:

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1015422	8/13/2025	TELEGRAPH HERALD	949.00	June 15 DBQ-ORD air service ad
1015422	8/13/2025	TELEGRAPH HERALD	735.12	Publication Expenses
1015358	8/6/2025	TERMINAL SUPPLY	525.97	SHOP SUPPLIES -
1015388	8/13/2025	THE FISCHER COMPANIES	80.00	FY26 Parking- July
1015388	8/13/2025	THE FISCHER COMPANIES	80.00	Aug Parking for IT - 2 spaces at Annex
518504	8/13/2025	THOMPSON TIRE & RETREAD	55.00	UNIT# 4001 Flat Tire Repair - Labor Cost
1015382	8/13/2025	TIMOTHY L SPECHT	84,550.00	1783 Heeb #2 W lead Work
1015382	8/13/2025	TIMOTHY L SPECHT	18,450.00	2214 Windsor L&HH Work
260200008	8/11/2025	TRANSFIRST	849.91	Ramps CC Charges
260200009	8/11/2025	TRANSFIRST	109.70	UB/Parking Tickets CC Fees
260200010	8/11/2025	TRANSFIRST	5,872.07	Monthly CC Fees for Passport
260200011	8/11/2025	TRANSFIRST	473.63	Credit Card Fees
260200012	8/11/2025	TRANSFIRST	220.75	Intermodal Ramp CC Fees
1015359	8/6/2025	TRI-STATE PORTA POTTY INC	495.00	Rental of units for Landfill and Streets
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	(255.00)	UNIT# 2695 Replace Nitrogen Oxide Sensors
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	(896.66)	UNIT# 3403 Radiator Replacement (with warranty)
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	113.15	STOCK - Pneumatic ABS (To Be Returned)
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	100.70	UNIT# 4080 Direct Flow Filter
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	23.95	UNIT #4008 Bluetooth Microphone w/ Pigtail
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	43.62	STOCK - Lube Filter
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	307.57	UNIT# 2503 Replace Pressure Relief Valve
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	97.17	UNIT# 3411 Replace Blower Motor
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	898.91	UNIT# 2502 Replace Nitrogen Oxide Sensor
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	47.44	UNIT# 2703 Replace Fuel Filter Element
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	16.01	UNIT# 1998 Power Steering Hydraulic Cartridge
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	4,834.97	UNIT #3403 Transmission Repair
1015423	8/13/2025	TRUCK COUNTRY OF IOWA INC	594.66	Batteries
1015383	8/13/2025	TSCHIGGFRIE EXCAVATING	13,137.09	EMERGENCY MAIN BREAK REPAIR - JONES & MAIN ST
518508	8/13/2025	TUMBLEWEED PRESS INC	799.00	Tumblebook eBooks for Children
518493	8/13/2025	UNION HOERMANN PRESS	212.90	Franchise Fee FY26
518493	8/13/2025	UNION HOERMANN PRESS	263.69	Franchise Fee FY26
518494	8/13/2025	UNIVERSITY OF DUBUQUE	462.49	Franchise Fee FY26
518500	8/13/2025	VERNON C WILLITS	400.00	AOTR 2025-2026 Exhibiting Artist --"Stainless River
1015387	8/13/2025	Vestis Group Inc (f/k/a Aramark)	205.65	Linens, tablecloths, cleaning cloths
518499	8/13/2025	Wastequip LLC	29,843.42	July 2025- Recycling Carts
518499	8/13/2025	Wastequip LLC	69,142.58	July 2025- Recycling Carts (part two)
518368	7/31/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
518368	7/31/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
518516	8/13/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
518495	8/13/2025	WESTPHAL & COMPANY, INC	3,280.00	Dermark Fiber Add
518495	8/13/2025	WESTPHAL & COMPANY, INC	610.50	Building Electrical Services
1015384	8/13/2025	WHKS AND COMPANY	994.50	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
1015384	8/13/2025	WHKS AND COMPANY	601.17	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
1015384	8/13/2025	WHKS AND COMPANY	10,397.40	RUSTIC POINT PARK DESIGN AND DEVELOPMENT
518369	7/31/2025	Willem Sebastian Hartong	2,000.00	Summer Performance
			<u>\$</u>	<u>4,205,626.66</u>

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE: Notice of Award & Request to Execute Agreement for 25-26 City of Dubuque AmeriCorps Program: Creating Opportunities

SUMMARY: City Manager recommending City Council approval for the City Manager to execute the 25-26 AmeriCorps Grant Agreement for the City of Dubuque AmeriCorps Program: Creating Opportunities grant.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. 25-26 City of Dubuque AmeriCorps Grant Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Notice of Award & Request to Execute Agreement for 25-26 City of Dubuque AmeriCorps Program: Creating Opportunities

DATE: August 14, 2025

Community Impact Director Antonio Mouzon is recommending City Council approval for the City Manager to execute the 25-26 AmeriCorps Grant Agreement for the City of Dubuque AmeriCorps Program: Creating Opportunities grant.

Match Amount: \$175,299

Match Funding Source:

- Anticipated New Host Site(s) \$40,500 (Pending funding availability)*
- Dubuque Community School District (Secured) \$45,000 Cash State/Local
- City of Dubuque \$89,799 Cash State/Local
 - Multicultural Family Center \$29,000 (Secured) + (\$8,599 Pending funding availability)
 - Carnegie Stout Library \$26,450 (Secured)
 - Parks and Recreation \$25,750 (Secured)

Funding streams for host site partners that were originally included in grant submission in November 2024 have experienced reduced or eliminated funds. Two host site partners are therefore not able to participate in this grant year. Those match fund sources are now listed as the “Anticipated New Host Sites”. Program is actively searching for new host sites, selection will be based on their funding availability and fit for program design, K-12 education.

The City of Dubuque will have 34 AmeriCorps members who will develop and implement social and emotional learning interventions to K-12th grade students through in-school and out-of-school-time programs in Dubuque, The AmeriCorps members will be responsible for a change in social-emotional skills as measured by the Devereaux Student Strengths Assessment (DESSA). In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring youth and supporting youth programming.

The AmeriCorps investment will be matched with \$175,299 (\$134,799 in public funding and \$40,500 in new host site funding). If the program falls short on match funding the program scope and scale will be reduced to match available 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
Antonio Mouzon, Community Impact Director
Jason Lehman, Assistant City Attorney
Barry Lindahl, Senior Counsel
Jennifer Larson, Chief Financial Officer
Sarah Berna, AmeriCorps Program Director
Anne Marie Greenwood, Community Impact Administrative Support Professional

TO: Michael C. Van Milligen, City Manager
FROM: Antonio Mouzon, Community Impact Director
SUBJECT: Notice of Award & Request to Execute Agreement for 25-26 City of Dubuque AmeriCorps Program: Creating Opportunities
DATE: 8/14/2025

INTRODUCTION

The purpose of this memorandum is to provide information on the award of 25-26 City of Dubuque AmeriCorps Program: Creating Opportunities grant and to request approval to execute the AmeriCorps Grant Agreement that will be sent to City Manager Mike Van Milligan by Volunteer Iowa through Adobe Sign and Save.

DISCUSSION

The City of Dubuque AmeriCorps Program: Creating Opportunities has been extremely successful in its 25 years of operation, 17 of which have been under the leadership of the City of Dubuque. The program's success is apparent in the over 1,000 AmeriCorps Alumni giving over 500,000 hours of service in our community. These members and alumni have performed invaluable service.

AmeriCorps members are paid a living allowance stipend for their service and receive an education award. The stipends and awards are a part of the grant. These funds are often directly invested in our community in the form of groceries, rent or tuition to local colleges and universities as well as other direct living expenses. Some of the AmeriCorps members are grandparents and earn education awards they are passing along to their grandchildren.

AmeriCorps the Agency, also referred to as Corporation for National and Community Service (CNCS), has established priority areas of funding for their grants. The City of Dubuque AmeriCorps program fits into AmeriCorps' priority area of education. AmeriCorps emphasizes performance measures and being able to measure progress. They require evidence-based approaches with evaluative data and use of a logic model.

This competitively funded grant is a continued effort to support the Dubuque community's youth through social-emotional learning interventions, academic support, mentoring, and future-ready programs through Carnegie-Stout Public Library, Dubuque Community School District, and the Multicultural Family Center. With a primary focus on fostering essential skills, AmeriCorps members will spearhead programs that target self-awareness, social awareness, self-management, goal-directed behavior, relationship skills, personal responsibility, decision-making, and optimistic thinking.

By prioritizing these critical attributes, the City of Dubuque AmeriCorps members aim to equip local youth with the necessary tools to navigate challenges, enhance well-being, and succeed academically and beyond. Each of these attributes are often traits that we admire in our friends, family members, colleagues, and leaders. At the conclusion of each program year, AmeriCorps members will be responsible for driving measurable changes in students' social and emotional competencies, empowering them to thrive in various aspects of life. Through in-school and out-of-school-time programs, these dedicated individuals will create supportive environments that promote personal growth and positive development among the student population.

In addition to our impact on community youth and local organizations, one of the areas that the AmeriCorps Program prioritizes is with the AmeriCorps members themselves. The Program strives to recruit from a broad representation of candidates, with the program previously having had a wide range of AmeriCorps from retirees to college students, to newcomers to Dubuque, to stay at home parents, to people looking for a career change. The program strives to encourage its AmeriCorps members to recognize their service as engagement and continue to serve in some facet after their term of service.

Council approved the request to apply for 23-26 competitive grant cycle on 12/19/2022 for the City of Dubuque AmeriCorps Program: Creating Opportunities. On 6/19/25, Community Impact was notified of the 25-26 award. The details of the award are below.

Federal Funds Awarded: \$362,250

Match Required: Yes

Match Amount: \$175,299

Match Funding Source:

- Anticipated New Host Site(s) \$40,500 (Pending funding availability)*
- Dubuque Community School District (Secured) \$45,000 Cash State/Local
- City of Dubuque \$89,799 Cash State/Local
 - Multicultural Family Center \$29,000 (Secured) + (\$8,599 Pending funding availability)
 - Carnegie Stout Library \$26,450 (Secured)
 - Parks and Recreation \$25,750 (Secured)

Anticipated Receipt of funds: Between 10/1/2025 - 12/1/2025

Department Contact: Antonio Mouzon

*Funding streams for host site partners that were originally included in grant submission in November 2024 have experienced reduced or eliminated funds. Two host site partners are therefore not able to participate in this grant year. Those match fund sources are now listed as the "Anticipated New Host Sites". Program is actively searching for new host sites, selection will be based on their funding availability and fit for program design, K-12 education.

Departments Involved: Parks and Recreation, Carnegie Stout Public Library, Multicultural Family Center

GRANT OBJECTIVE

The City of Dubuque will have 34 AmeriCorps members who will develop and implement social and emotional learning interventions to K-12th grade students through in-school and out-of-school-time programs in Dubuque, The AmeriCorps members will be responsible for a change in social-emotional skills as measured by the Devereaux Student Strengths Assessment (DESSA). In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring youth and supporting youth programming. The AmeriCorps investment will be matched with \$175,299 (\$134,799 in public funding and \$40,500 in new host site funding).

ACTION REQUESTED

The purpose of this memorandum is to provide information on the award and request approval for the City Manager to execute the 25-26 AmeriCorps Grant Agreement for the City of Dubuque AmeriCorps Program: Creating Opportunities grant. This agreement has been reviewed and approved by City of Dubuque Legal Counsel, Barry Lindahl and Jason Lehmann

Attached: 25-AC-10 City of Dubuque Grant Agreement, Application and Budget Narrative, City of Dubuque AmeriCorps Program Grant Award Letter

CC: Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney
Barry Lindahl, Senior Counsel
Jennifer Larson, Chief Financial Officer
Sarah Berna, AmeriCorps Program Director
Anne Marie Greenwood, Community Impact Administrative Support Professional

**IOWA COMMISSION ON VOLUNTEER SERVICE
AMERICORPS GRANT AGREEMENT**

GRANTEE: City of Dubuque
GRANT NUMBER: 25-AC-10
PROGRAM NAME: City of Dubuque AmeriCorps Program
GRANT AGREEMENT PERIOD: 9/1/2025- 8/31/2026
TOTAL MAXIMUM GRANT AMOUNT: \$362,250
GRANT TYPE: Cost Reimbursement
FEDERAL PRIME GRANT & TYPE: 24ACEIA001 (Competitive)
FEDERAL PRIME AWARD DATE: 7/1/2025

This AmeriCorps Grant Agreement is made by and between the Iowa Commission on Volunteer Service, 321 E 12th St., Des Moines, Iowa 50319 ("Commission" or "Volunteer Iowa"), an agency of the State of Iowa, and City of Dubuque ("Grantee"), 50 West 13th Street, Dubuque, IA 52001, a city government.

WHEREAS the Commission is designated to receive, administer and disburse AmeriCorps State and National grant funds; and

WHEREAS the Commission desires to disburse grant funds to the Grantee for eligible purposes primarily addressing community needs identified in the Grant Application; and

WHEREAS the Grantee submitted an application for funding to the Commission and the Commission has approved the application; and

WHEREAS, in approving the application, the Commission has relied upon the representations of the proposed Program activities; management and financial condition of the Grantee; investment of other Grantee funds; and other material information contained therein; and

WHEREAS the Grantee has certified to the Commission that the primary purpose for obtaining AmeriCorps funds is to make a significant impact in the community while providing a meaningful service opportunity for the AmeriCorps members;

NOW, THEREFORE, the Grantee accepts this grant upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **ACT.** "Act" means the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), as amended by the Serve America Act, (42 U.S.C. S.12501 et seq.).

1.2 **GRANT AGREEMENT or AGREEMENT.** "Grant Agreement" or "Agreement" means this Agreement and all of the exhibits, attachments and documents referred to in the Agreement and incorporated by reference. The Grant Agreement is the legal agreement by which the Commission

makes subawards of AmeriCorps funding to the Grantee. The Grantee is the subrecipient and the Commission is the pass-through entity.

- a) **Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal Award received by the pass-through entity. A subaward may be provided through any form of legal agreement.
- b) **Subrecipient** means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

1.3 **PROGRAM.** “Program” means the detailed description of the program activities, interventions, and other obligations to be performed or accomplished by the Grantee as described in this Agreement and the AmeriCorps State and National application approved by the Corporation for National and Community Service (“Corporation” or “AMERICORPS”) and the Commission, as authorized by the National and Community Service Act of 1990, as amended.

1.4 **GRANT AGREEMENT PERIOD, EFFECTIVE DATE, & COMPLETION DATE.** “Grant Agreement Period” is the period in which the Agreement is in force and effect. The first date of the Grant Agreement Period is considered the Effective Date (or start date) of the Agreement and the last date is considered the Completion Date (or end date). The Grant Agreement Period is aligned with the one-year Budget Period for the federal subaward, but the Grant Agreement Period may not cover the full Period of Performance for the federal subaward, which may be one to three years. The Agreement expires upon the occurrence of one of the following: a) Program tasks have been fully accomplished including fulfillment of the obligations identified in Article 6 as of the end date of the grant agreement period; or b) the Agreement is terminated by Volunteer Iowa due to any default under Article 8.1; or c) the Agreement is terminated in accordance with the provisions set forth in Article 10.3. Except in limited circumstances, the Grant Agreement Period Completion Date will not be extended beyond 90 (ninety) days past the original Grant Agreement Period Completion Date.

- a) **Period of performance** means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- b) **Budget period** means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

1.5 **GRANT TYPE.** “Grant Type” refers to the category of grant award provided. AmeriCorps grants may be either Cost Reimbursement or Fixed Amount types; the type of grant determines certain budget and financial management responsibilities of the grantee.

- a) **Cost Reimbursement** grants include a formal matching requirement and require the submission of a budget and financial reports. For Cost Reimbursement Grantees AMERICORPS funds a portion of program operating costs, member costs (if applicable), and administrative expenses; funding is not directly dependent upon recruitment and retention of AmeriCorps members. Planning grants are a type of cost reimbursement grant that does not include any member funding.

- b) **Fixed Amount** Grants provide a fixed amount of funding per Member Service Year (MSY) that is substantially lower than the amount required to operate the program. Organizations use their own or other resources to cover the remaining costs. Fixed Amount programs are not required to submit detailed budgets or financial reports, there is no specific match requirement, and programs are not required to track and maintain documentation of match. However, AMERICORPS provides only a portion of the cost of running the program and organizations must raise the additional resources needed to run the fixed amount program. Fixed Amount Programs can access all of the AmeriCorps grant funds, provided they recruit (in the case of Education Award Program or “EAP”) or retain (in the case of full-cost Fixed Amount programs) the members supported under the grant based on the MSY level awarded. Professional Corps programs applying for operational funding through a Fixed Amount Grant must submit a budget in support of their request for operational funds.

1.6 FUNDING TYPE. “Funding Type” refers to whether the program is funded out of the portion of AMERICORPS funds that are provided to the state according to a population-based formula (Formula) or out of the portion of AMERICORPS funds that are awarded to states on a competitive basis (Competitive). The funds are awarded to Volunteer Iowa in a prime grant and each Iowa AmeriCorps State Program is awarded out of the Commission’s prime grant.

1.7 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in Attachment C, Grant Application; Attachment D, Budget; and consistent with Federal regulations and guidelines applicable to the AmeriCorps program.

1.8 AUTHORIZED REPRESENTATIVE. The Authorized Representative is the person within the Grantee organization authorized to accept and commit funds on behalf of the organization. A copy of the governing body’s authorization for this official representative to sign must be on file in the Grantee’s office.

ARTICLE 2 - FUNDING

2.1 FUNDING SOURCES. The primary source of funding for the Grant is a federal grant from AMERICORPS [Code of Federal Domestic Assistance (CFDA) 94.006] for the AmeriCorps Program. A portion of the Grantee share of matching funds budgeted for this Grant may be provided to the Grantee by AMERICORPS or by Volunteer Iowa from state funding sources as noted in Article 3.1. The Grantee shall comply with the requirements, conditions and rules of AMERICORPS, the Commission and any other public or private entity having authority over the funds or the Grant.

2.2 RECEIPT OF FUNDS. All payments under this Agreement are subject to receipt by the Commission of sufficient funds for the AmeriCorps Program. Any termination, reduction, or delay of federal or state funds to the Commission may, in the sole discretion of the Commission, result in the termination, reduction or delay of AMERICORPS funds to the Grantee and/or termination of this Agreement.

2.3 PRIOR COSTS. If any grantee has received written approval from the Commission to incur certain costs prior to the Effective Date of this Agreement, then said written approval and those terms and conditions are incorporated herein and made a part of this Agreement by this reference as if fully set forth.

2.4 USE OF GRANT FUNDS. The Grantee shall expend funds received under the Grant only for the purposes and activities described in its application and approved by the Commission and in compliance with applicable federal and state law and regulations.

2.5 BUDGET AMENDMENT REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES. The following budget changes for cost reimbursement grantees shall be subject to prior approval of the Commission through the amendment process as provided for in Article 10.6. Budget amendments shall be requested from the Commission and approved prior to implementation of the budgetary changes. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the final ninety (90) days of the Agreement period will be approved on a limited basis. The following circumstances require budget amendments.

- a) Budget changes which would result in changes in excess of ten percent (10%) of the total budget.
- b) Budget changes which would lower the Grantee's percent share of costs required under this Agreement.
- c) Budgetary changes related to changes in the scope or goals of the project.
- d) Costs requiring prior approval: adding costs in a previously unbudgeted line item, supplies in excess of \$1,000 per item, equipment valued at greater than \$5000, subgrants or contracts not included in approved application and budget, other costs requiring prior approval under § 2 CFR 200 regardless of the ten percent budget limitation.

2.6 DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT. If the total award amount has not been requested by the Grantee within sixty (60) days following the Completion Date, then the Commission shall be under no obligation for further disbursement.

2.7 BUDGET MODIFICATIONS FOR UNDER RECRUITMENT AND UNEXPENDED FUNDS. The award amount contemplated by this Agreement reflects a maximum possible payment based on full member enrollment. In the event that the Program does not fully recruit the awarded member service years (MSY), or if the program has significant amounts of estimated unexpended funds, Volunteer Iowa will work to recapture these funds through a budget reduction. The budget reduction may be voluntary (upon mutual agreement with the program) or at the sole discretion of Volunteer Iowa based on low member recruitment, past unexpended funds or expected future expenditures. The Commission reserves the right to request repayment of any federal funds disbursed above the reduced federal amount.

- a) Formula cost reimbursement programs with unexpended funds in excess of 10% of the federal share at midyear will be required to submit a Budget Modification form according to the due date and format specified in the Program Manual.
- b) Competitive cost reimbursement programs may submit a Budget Modification form following the date and format specified in the Program Manual, to reflect adjustments to approved line items.
- c) Fixed amount grantees will not submit a mid-year budget modification.

2.8 ADMINISTRATIVE COST GUIDELINES. Federal funds used for reasonable administrative costs, are allowable. For cost reimbursement grantees, the federal share of administrative costs shall be limited to approximately five percent (5%) of the AMERICORPS funds expended in Sections I

and II of the approved budget. (See Exhibit E. Application Instructions for detailed calculations of administrative costs). Grantees are eligible for additional administrative costs in the Grantee Share of the budget. These amounts are approved at the time of award and are reflected in the budget. Administrative costs will only be disbursed proportional to grant funds expended.

2.9 UNALLOWABLE COSTS. If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has expended funds for unallowable activities, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Volunteer Iowa's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 15h, Iowa Code. If it is Volunteer Iowa's final determination that costs previously paid by Volunteer Iowa are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Grantee shall repay to Volunteer Iowa any and all disallowed costs. Grantee shall repay all disallowed costs within thirty (30) days. Volunteer Iowa may work out a payment plan with the Grantee at its discretion.

2.10 NATIONAL SERVICE CRIMINAL HISTORY CHECKS DISALLOWED COSTS. If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures, program self-reporting, or by other means, that any portion of the National Service Criminal History Check (NSCHC) process has not been completed as required, Volunteer Iowa will follow the most recent version of the AMERICORPS NSCHC Enforcement Guide to assess disallowance in cases of noncompliance or other unallowable circumstances as described in the Guide. Disallowance payments must be made with non-federal funds. Fixed amount grant staff and planning grants are exempt from NSCHC requirements.

2.11 FEES. Volunteer Iowa will assess the following fees on Grantee.

- a) **State Member Management System Costs:** Grantees will be invoiced on a biannual or other regular basis for a fee of \$20/member for costs of participation in the state's member management and timekeeping systems. Grantees approved to use another member management and timekeeping system (see Attachment B) will be charged an additional per-member cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system.
- b) **State Support and Monitoring Fee:** Grantees will be invoiced a State Support and Monitoring Fee on a biannual or other regular basis to cover the cost of commission staff time spent providing necessary technical assistance to programs. The fee calculation provided in the annual Request for Applications. For prior Grantees, the fee level will be based on categories selected from the most recent risk and monitoring level assessment. All new grantees will be considered to be at the high fee level. Both cost reimbursement and fixed amount grantees are subject to the fee, but only cost reimbursement grantees include the fee in their program budget.
- c)

ARTICLE 3 - TERMS OF GRANT

3.1 GRANT. The Commission grants \$362,250 to the Grantee for AmeriCorps activities during the Grant Agreement Period. The program activities of the Grantee are to commence as of the Effective

Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the program activities required hereunder shall be completed on or before the Completion Date.

- a) State match portion of the grant: of the total grant amount, \$0 is state funding that shall be used by the Grantee to meet the federal match requirement for the AmeriCorps program.
The state funding source is: not applicable.

3.2 GRANT ACTIVITIES TO BE PERFORMED. Subject to the provisions set forth in this Agreement, Volunteer Iowa grants funds to the Grantee to carry out the program activities and interventions as specifically outlined in Attachment C entitled "Grant Application" signed on 12/16/2024 and incorporated by this reference, and for such other grant obligations as Volunteer Iowa and Grantee may agree to in writing.

3.3 DISASTER DEPLOYMENT FOR OPERATIONAL GRANTS. In the case of a state-declared disaster, Grantee's members and/or grant-funded staff may be voluntarily deployed as an asset of the state. In case of deployment, allowable related expenses outside of the scope of the approved Application may be eligible for reimbursement. All disaster deployments must be approved by Volunteer Iowa. Organizations opting to serve as part of the Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) may also be deployed under the Volunteer Iowa Cooperative Agreement with the Federal Emergency Management Agency (FEMA). The terms of these deployments are covered in Attachment C, "Iowa AmeriCorps Disaster Response Team Disaster Deployment Agreement".

3.4 GRANT ADMINISTRATION. The Agreement shall be administered in accordance with all applicable State and Federal laws, regulations, and guidance, including those found in Exhibit F, "Volunteer Iowa AmeriCorps Program Manual", which has been distributed by Volunteer Iowa to the Grantee.

3.5 EVALUATION FOR OPERATIONAL GRANTS. The Grantee will fulfill the evaluation requirements for AmeriCorps State & National grantees and subgrantees as outlined in Exhibit B, "Federal Regulations" and other AMERICORPS evaluation guidance. If the Grantee's evaluation plan requires AMERICORPS approval, the Grantee will secure this approval by the date communicated in writing. Designated program staff may be required to participate in training and technical assistance. Failure to submit plans or plan corrections or to participate in required training will result in program suspension.

3.6 SPECIAL CONDITIONS. The Grantee will be subject to any special conditions noted below. Special conditions may be specified by AMERICORPS or by Volunteer Iowa. AMERICORPS or Volunteer Iowa will suspend programs that do not comply with the special conditions.

- a) Special conditions applicable to this grant agreement: NA

3.7 APPROVED WAIVERS. The Grantee has received approval for the following waiver(s):

MSY minimum: NA

Maximum slot request: NA

Volunteer generation waiver: NA

Match Waiver: NA

Alternate timekeeping system: Yes - Approved

ARTICLE 4 - CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Commission shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement:

4.1 **GRANT AGREEMENT EXECUTED.** The Grant Agreement shall have been properly executed and returned to Volunteer Iowa prior to the grant agreement effective date or within thirty (30) days of Volunteer Iowa's transmittal of the final Agreement to the Grantee, whichever is sooner.

4.2 **BINDING FINANCIAL COMMITMENTS.** Upon request, the Grantee will provide a resolution of the Board of Directors, or other Governing Body of the Grantee, authorizing the execution and delivery of this Grant Agreement and such other papers as the Commission may reasonably request, and specifying the officer(s) authorized to execute the Grant Agreement and bind the Grantee.

4.3 **GRANTEE DOCUMENTATION.** The Grantee shall have completed the following Start Forms related to program management and compliance.

- a) Must be approved: Pre-Award Financial Form (new and planning Grantees) or Financial Survey (returning Grantees).
- b) Must be submitted: NSCHC Checklist, Policy, and Training Certifications (all operational Grantees).

4.4 **SUBMISSION OF PAYMENT PROCESSING FORMS.**

- a) Taxpayer identification number: Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- b) (For non-state agencies) Electronic funds transfer (EFT): Completion and submission of form "Direct Deposit Authorization Form" from Iowa Department of Administrative Services.

4.5 **SYSTEM FOR AWARD MANAGEMENT REGISTRATION.** The Grantee shall have a current and active registration with the System for Award Management (SAM) and a valid Unique Entity Identifier (UEI).

ARTICLE 5 - REPRESENTATIONS AND COVENANTS OF GRANTEE

To induce the Commission to make the Grant referred to in this Agreement, the Grantee represents and covenants that:

5.1 **AUTHORITY.** The Grantee is duly organized and validly existing under the laws of the State, is in good standing, and has complied with all applicable laws of the State of Iowa. The Authorized Representative listed for the Grantee is duly authorized and empowered to execute and deliver this Agreement. All action on the part of the Authorized Representative, such as appropriate resolution of their governing body for the execution and delivery of the Agreement, has been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Grantee and the Program provided to the Commission are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 **GRANT APPLICATION.** The content of the grant application the Grantee submitted to the Commission for funding is a complete and accurate representation of the Grantee and the Program as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Grantee since the date the application was submitted to the Commission.

5.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever their rights to execute the Agreement or the ability of the Grantee to make the payments required under the Agreement, or to otherwise comply with the obligations of the Agreement.

5.5 **PRIOR AGREEMENTS.** The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind, which are inconsistent with the Grant Agreement.

5.6 **RENEWAL AND RESTATEMENT.** The covenants and representations of this Article are made as of the Effective Date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time of each request for disbursement of funds.

ARTICLE 6 - GRANTEE OBLIGATIONS AND AFFIRMATIVE COVENANTS

The Grantee covenants with Volunteer Iowa that:

6.1 **PROGRAM ACTIVITIES AND INTERVENTIONS.** The Grantee shall carry out in a satisfactory and proper manner the activities and interventions detailed in the approved Grant Application (Attachment C) by the end of the Grant Agreement Period. Such activities and interventions will be conducted according to the standards generally acceptable in the Grantee's field for similar tasks and projects, as long as these are in conformance with AmeriCorps State requirements as determined by the Commission.

6.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Grantee shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders, including but not limited to the National and Community Service Act as amended by the Serve America Act, the Corporation's regulations (45 CFR §§ 2500-2599), the AmeriCorps Terms and Conditions, and all Executive Orders regarding DEI, Gender, and Climate Change signed by President Trump in 2025. All Grantees are subject to the Uniform Guidance under 2 CFR Chapters I and II, except that Fixed-Amount Grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.

Compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code and the Grantee certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

6.3 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** AMERICORPS funds shall not be used directly or indirectly to employ, award contracts to, support with member placements, or otherwise engage the service of, or fund any

organization, or contractor during any period of debarment, suspension, or placement in ineligible status under 2 CFR Part 180 or any applicable law or regulation.

6.4 **MONITORING.** To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct grant agreement oversight activities under this Agreement. The Commission shall conduct monitoring on a routine basis based on the Commission's risk assessments. The Commission shall conduct grant agreement oversight activities from the Commission offices, on site at the Grantee's offices, virtually using electronic communications, or a combination of these approaches. The Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Agreement. The Grantee's responsibilities in this regard extend to oversight of its sites and their financial and program duties as an agent of the Grantee under this Agreement.

6.5 **ACCESS TO RECORDS.** The Grantee shall permit the Commission, Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, and/or copy any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Commission shall make every effort to provide prior notice and to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Such rights to access shall continue as long as the records are retained by the Grantee. Records may be accessed in hard copy, electronically, on site, or in other ways as necessary to meet the needs of the Commission. Regardless of the method, all records will be managed by the Commission in accordance with proper records management procedure(s) while they are in the possession of the Commission. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by the Commission.

6.6 **RECORDS RETENTION.** All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the submission date of the Commission's final Federal Financial Report (FFR) covering the grant. A chart detailing disposition dates of past grants is available on the Volunteer Iowa website and upon written request. In addition to financial records and supporting documentation, this includes statistical records, evaluation and program performance data, member information and personnel records and any other records needed to document compliance with federal requirements and to justify costs and matching share.

6.7 **PROGRAMMATIC DOCUMENTATION.** Upon request, the Grantee shall deliver to Volunteer Iowa or make available for review the following documentation as applicable based on the grant type: (a) copies of all contracts or agreements relating to the Program, (b) invoices, receipts, statements or vouchers relating to the Program, (c) member or staff records or files and program performance and evaluation data related to this Program, (d) a list of all unpaid bills for labor and materials in connection with the Program, (e) budgets and revisions showing estimated Program costs and funds required at any given time to complete and pay for the Program, (f) current and year-to-date operating statements and (g) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

6.8 **NOTICE OF PROCEEDINGS.** The Grantee shall promptly notify Volunteer Iowa of the initiation of any claims, lawsuits or proceedings brought against the Grantee that, if unfavorably determined, would have a material adverse effect on the Grantee's ability to perform this Agreement.

6.9 **NOTIFICATIONS.** In the event the Grantee becomes aware of any material alteration in the Program, initiation of any investigation involving the Program or any similar occurrence, the Program shall promptly notify the Commission.

6.10 **REPORTS.** The Grantee shall prepare, review, certify and submit the requests and reports as outlined below, or in the Volunteer Iowa AmeriCorps Program Manual (Exhibit F), in the form and content specified by Volunteer Iowa. The Grantee shall review all Claims and verify that claimed expenditures are allowable costs. The Grantee shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Grantee Share.

<i>Performance Measure & Program Progress Reporting</i>		
Form	System/Format for Submission	Date Due
Program Start Forms	Status reports or grant forms in IowaGrants	See Start Form Checklist for exact due dates Pre-Work: May 15 and July 15 • Member Service Agreement and Host Site Agreement templates (returning programs) • Host Site Orientation Agenda and Training Plan • Program and Fiscal Staff Competency Self-Assessment Phase 1: August 1/December 1 • Pre-Award Financial Form (new and recompute programs) • Recruitment Plan • Enrollment Plan • Performance Measure and Enrollment/Retention Goals • Program Management Segregation of Duties • NSCHC Checklist, Policies, Procedures and Training Certifications Phase 2: September 1/January or February 1 • Financial Survey • Annual Audit Form • Member Orientation Agenda (new and recompeting programs) • Member Service Agreement and Host Site Agreement templates (new programs) • Host Site Orientation Agenda & Training Plan (new programs) • Certificate of Insurance (new and recompeting programs) Phase 3: October 1/March 1 • Financial and Program Policies • Data Collection Plan and Process • Tutoring Certification (as applicable)
Performance Measure – Corrective Action Plan (may include amendment request)	Program Officer Notification in IowaGrants	As needed throughout the program year

Initial Progress Report	Status Report in IowaGrants	January 15 (Due April 15 for programs with a January start date)
Enrollment Plan Updates	Status Report in IowaGrants	January 30 and May 31/May 31 and September 30
Mid-Year Progress Report	Status Report in IowaGrants	May 15 (all programs)
Final Progress Report	Status Report in IowaGrants	15 days following the conclusion of the grant period
October Progress Report (if applicable)	Status Report in IowaGrants	October 25 - Programs with a Final Progress Report due after October 25 (i.e., those whose grants end in October or later) would have a October Report due in advance of their Final Report in order to meet AmeriCorps deadlines.
Monitoring Report Program Response or Response Plan	IowaGrants correspondence	By the deadline established by Volunteer Iowa.
Change in program staff as noted in Grant Agreement	Program Officer Notification in IowaGrants	Within 5 days of the person's first or last day of work or as soon as possible.
Grant Agreement Extension Request	Program Officer Notification in IowaGrants	By April 30 annually
Program Evaluation Plan or Report	IowaGrants status reports and/or application	Progress updates due in Mid-Year Performance Measure Report. Full report/plan deadline varies: With re-competing application for competitive programs.
Other Significant Program Changes	Program Officer Notification in IowaGrants	Within 5 days of awareness of the need to make the change or as soon as possible.

<i>Financial Reporting</i>		
Form	System/Format for Submission	*Date Due
Financial Start Up Forms	IowaGrants (completed by Financial Staff)	Submitted in accordance with timeline outlined in Start Up Form Checklist.
Claim	IowaGrants	Monthly by the 25th of the month following the end of the report period. Claims should total at least \$100 at the time of submission. **Programs may request quarterly reporting due 25th of the month following the end of the quarter.
Program Claim Attachments New Programs and High	Attachments in IowaGrants	Attached monthly (to coincide with Claim Form) supporting documentation for all claimed costs.

Financial Monitoring Level Programs		
IET Form Attachment	IowaGrants	Attached monthly (or **quarterly) to coincide with Program Claim Form) by the 25th of the month following the end of the report period.
***Federal Financial Reports	IowaGrants as status report (Fixed Amount and Education Award Only complete only specific sections)	April 25 October 25 FINAL: due within 90 days after the completion date of the grant (if grant end date does not correspond with above reporting deadlines).
Estimated Unexpended Funds Report (in FFR)	IowaGrants	April 25 for all programs, and upon request
Budget Modification Request (Program Officer Notification) N/A for Fixed Programs	IowaGrants	Programs with unfilled FT slots after November 15 are required to submit a budget modification by November 30. Requests for budget modifications can be made at any time.
Budget Modification Request (Program Officer Notification) N/A for Fixed Programs	IowaGrants	Required April 30 for all programs with >10% unexpended federal funds. Requests for budget modifications can be made at any time.
No Cost Extension Request (if needed) (Program Officer Notification)	IowaGrants	April 30 in IowaGrants
Closeout Packet (Status Report)	IowaGrants	Within 60 days after the termination of the grant.
Self-Certification of Closeout	IowaGrants	Within 60 days after the termination of the grant.
Audit Report and Second Audit Report (Status Report)	In IowaGrants as attachment with Management Letter and Audit Reconciliation Report	Within 30 days of the release of the audit report or financial review. <i>IowaGrants is set to receive up to two audit reports per year.</i>
Site Visit Response	IowaGrants	Within timeline as established in site visit report from Volunteer Iowa.
Financial Desk Review	IowaGrants as attachment	Upon request in conjunction with a monthly financial claim report.

<i>Covers one-reporting period as noted in the monitoring schedule based on program monitoring level.</i>		
Change in financial staff	Update in IowaGrants	Within 5 days of the person's last day of work or as soon as possible.
Budget Changes (Program Officer Notification) <i>In general, major budget changes should be made in the first six months of the grant.</i>	IowaGrants	By April 30 for programs with a August or September start date and July 31 for programs with a January start date OR Within 15 days of awareness of the need to make the change or as soon as possible.
Problems/Concerns – including suspected fraud, waste or abuse of federal funds	Via email or phone call to program officer	Immediately

*If the reporting deadline falls on a weekend or state holiday, the reporting due date remains the same. The program may submit on the due date or prior to the due date.

**Prior approval from Volunteer Iowa required for quarterly claim submission. Quarterly reports cover the following periods: Sept-Dec; Jan-Mar; Apr-Jun; Jul-Sept, Oct-Nov (this reporting schedule includes the maximum grant period inclusive of no-cost extensions).

***FFR completion is limited to selected categories to monitor unexpended funds and excess program income for Fixed Amount and Education Award programs.

<i>Member Reporting</i>
See section 3.1 of the Volunteer Iowa AmeriCorps Program Manual (Exhibit F) to reference a full list of member reporting requirements and deadlines, such as for reporting of member early exits, member injuries or requests to convert unfilled member slots.

6.11 REQUIRED TRAININGS & COMMUNICATIONS. The Grantee will send at least one staff member to the following trainings (also noted in Ch. 1 of the Volunteer Iowa AmeriCorps Program Manual, Exhibit F): Volunteer Iowa new Program Director training (for new programs/new staff only, in Iowa in advance of the new program year with an abbreviated version midyear), Volunteer Iowa Program Staff Launch training (in Iowa in the first few months of the program year), a National Service Training (in the spring/summer, organized by ASC in-person and virtually), and Volunteer Iowa Financial Trainings (virtual trainings are offered twice per year, a minimum of one financial training is required each year for fiscal staff). Additionally, AMERICORPS requires the following trainings (offered via eCourse in Litmos): National Service Criminal History Check (NSCHC) Annual Training (required annually of **two** staff, see more under National Service Criminal History Checks); Funds Management Annual Training (required for 1 financial staff,); Developing Program Policies and Procedures Annual Training (required for 1 financial staff); Internal Controls Annual Training (required for 1 financial staff and 1 program staff); and Fraud Awareness Annual Training (required for 1 financial staff and 1 program staff). Other trainings may be offered or required throughout the program year, based on Volunteer Iowa or AMERICORPS monitoring and feedback.

The Grantee will have at least one staff member participate in monthly Program Staff Webinars led by Volunteer Iowa staff and will have all staff who are budgeted (federal share or as match) 50% or

more of their time to the AmeriCorps grant participate in regular program/financial monitoring check-in calls with Volunteer Iowa staff, to be scheduled based on the Grantee's assigned monitoring levels. A minimum of one staff person should thoroughly review the information from the AmeriCorps State Update and share with others, as appropriate.

Volunteer Iowa will provide specialized support to all programs based on enrollment and/or retention percentages from the previously completed grant year. All groups will be required to attend specific check in calls throughout the program year to meet with Volunteer Iowa and other program staff. Programs will be grouped in three tiers based on their retention and/or enrollment (placed in the group reflecting their lowest percentage): tier 1, 85% and above; tier 2, 71% - 84%; and tier 3, 70% and below. All programs are expected to budget for recruitment activities in the next grant application. Tier 2 and tier 3 programs are also required to submit a Recruitment Plan with their start form and must have at least one staff attend the Recruitment Planning webinar held annually in July (tier 1 programs are strongly encouraged to complete these activities). Tier 3 programs will also be required to submit a budget modification in November to accommodate changes in slots and recruitment activities based on fall enrollments. Programs will budget for a contractor to review existing recruitment strategies, materials, and contractor(s), such as alumni, to complete recruitment activities identified in the Recruitment Plan.

6.12 **AUDIT.**

- a) **Single Audit.** Grantees expending \$1,000,000 or more in federal awards in their fiscal year shall ensure that an audit is performed in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Chapter I, and Chapter II, Part 200) as applicable. The audit and accompanying management letter (or other accompanying documents) shall be submitted to the Commission within 30 days after the completion or publication of the audit, unless a longer period is agreed to by both parties.
- b) **Other Audit or Financial Review.** Grantees expending less than \$750,000 in federal awards in a year are exempt from any federal audit requirements for that year but shall comply with audit requirements prescribed by state or local law. Grantees that have an audit or financial review performed that is inclusive of a grant period(s) covered by this agreement must submit a copy of the audit or review to the Commission within 30 days after completion.
- c) **Auditor of State.** The Commission may engage the Auditor of State in conducting a review or audit at any time. If such an engagement occurs, the Grantee must cooperate with the process and provide records and files to enable the Auditor of State to conduct a thorough review.

6.13 **MAINTENANCE OF PROGRAM INSURANCE AND INDEMNIFICATION.** In addition to the member insurance requirements for the AmeriCorps program as noted in Exhibits A-F, the following requirements will apply depending on the grantee organization.

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa and is self-insured for liability, in general, the Grantee does not purchase commercial liability insurance since certain statutory protections are provided under Chapter 669 of the Code of Iowa. Chapter 669 authorizes claims against the State of Iowa on account of wrongful death, personal injury or property damage incurred by reason of the negligence of the Agency or its employees. The Grantee participates with the other State Departments or Regents Institutions in a self-insurance pool for purposes of vehicular liability on owned and rented vehicles. Claims up to \$250,000 are paid from the self-insurance pool. Claims exceeding

\$250,000 are processed through the Tort Claims process, in accordance with Chapter 669 of the Code of Iowa.

Indemnification for state agencies: As an agency of the State of Iowa, the Grantee is prohibited by law from indemnifying any person or entity, however, the Grantee agrees to be responsible for its own negligent acts and omissions and those of its employees as provided by the Iowa Tort Claims Act, Iowa Code, Chapter 669.

- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall maintain, with financially sound and reputable insurers, insurance to cover the project and protect its properties and assets against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated. The requirement of insurance under this provision may be met by establishing, to the satisfaction of Commission, either of the following: (i) that a policy covering the project is in effect with any insurance company of recognized responsibility; or (ii) that Grantee maintains an actuarially sound program of self-insurance sufficient to cover the project. Grantee shall submit copies of all applicable agreements, certificates, policies or other documentation requested by the Commission attesting to insurance coverage and any renewals thereof.

Indemnification for non-state agencies: The Grantee shall indemnify and hold harmless the Commission, its officers and employees from and against any and all losses in connection with the Project.

6.14 **CERTIFICATIONS.** The Grantee certifies and assures that the Program will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- a) Financial Management guidelines issued by the U.S. Office of Management and Budget, Uniform Guidance (2 CFR 200). Fixed amount grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.
- b) Certifications and Assurances agreed upon at the time of application as detailed in the AmeriCorps Application Instructions, (Exhibit E).

ARTICLE 7 - DOCUMENTS INCORPORATED BY REFERENCE; PRIORITY

7.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:

- a) Attachments
 - i. Attachment A, "IOWA AMERICORPS DISASTER RESPONSE TEAM DEPLOYMENT AGREEMENT." (completed if applicable)
 - ii. Attachment B, "ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM." (completed if applicable)
 - iii. Attachment C, "GRANT APPLICATION", dated 12/16/2024 on the SF424, form (attached)
 - iv. Attachment D, "BUDGET" (attached)
- b) Exhibits

- i. Exhibit A, “ACT”, The National and Community Service Act of 1990 as amended by the Serve America Act,
<https://americorps.gov/sites/default/files/document/%40%20National%20and%20Community%20Service%20Act%20of%201990%20%28as%20amended%20through%20PL%20111-13%29.pdf>
- ii. Exhibit B, “FEDERAL REGULATIONS”, 45 CFR §§ 1200-1299 and 2500-2599,
https://www.ecfr.gov/cgi-bin/text-idx?SID=0a0651909748e317690886cbf689868a&mc=true&tpl=/ecfrbrowse/Title45/45cfrv5_02.tpl#0
- iii. Exhibit C, "AMERICORPS TERMS AND CONDITIONS", AmeriCorps Terms and Conditions, including both the General Terms and Conditions and the Program Specific Terms and Conditions for AmeriCorps State and National
 - a. “General Terms and Conditions (2025)” <https://americorps.gov/grantees-sponsors/state-subgrantees>
 - b. “FY 2025 AmeriCorps State and National Grants Terms and Conditions”
<https://americorps.gov/grantees-sponsors/state-subgrantees>
- iv. Exhibit D, “REQUEST FOR GRANT APPLICATIONS”, including both the Volunteer Iowa Request for Grant Applications (RFA) and the Corporation for National & Community Service Mandatory Supplemental Information for 2025 AmeriCorps State and National Grants posted at <https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program>
- v. Exhibit E, “APPLICATION INSTRUCTIONS”, including the Volunteer Iowa Pre-Application Instructions and Volunteer Iowa Final Application Instructions posted at <https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program>
- vi. Exhibit F, “VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL”, 2025-2026 AmeriCorps Program Manual, which is posted to the Volunteer Iowa website at <https://volunteer.iowa.gov/americorps/current-americorps-grantee-resources>

7.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this agreement, the following order of priority shall govern:

- a) Articles I through X herein
- b) Exhibit A, “ACT”
- c) Exhibit B, “FEDERAL REGULATIONS”
- d) Exhibit C, “AMERICORPS TERMS & CONDITIONS”
- e) Exhibit D, “REQUEST FOR GRANT APPLICATIONS”
- f) Exhibit E, “APPLICATION INSTRUCTIONS”
- g) Exhibit F, “VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL”
- h) Attachment A “IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT”
- i) Attachment B “ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM”
- j) Attachment C, “GRANT APPLICATION” including all assurances, certifications, attachments, and pre-award negotiations
- k) Attachment D, “BUDGET”

ARTICLE 8 - DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Grant Agreement:

- a) **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Commission by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Commission to make a grant to the Grantee shall be determined by the Commission to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Commission's satisfaction within thirty (30) days after written notice by the Commission is given to the Grantee.
- b) **Lack of Progress/Failure to Meet Program Requirements.** If there is a failure of the Grantee to make substantial and timely progress toward performance of the Program or when the Grantee has failed to comply with the Agreement, award conditions or standards. Full program requirements are outlined in the Agreement and supporting materials. Some key areas of program requirements are full member enrollment, meeting Performance Measure targets, responsiveness to Volunteer Iowa communication on compliance issues, timely correction of compliance issues, submitting timely and accurate program and financial reports.
- c) **Noncompliance.** If there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.
- d) **Program Incompletion.** If the Program, in the sole judgment of the Commission, is not completed on or before the Grant Agreement Period Completion Date.
- e) **Misspending.** If the Grantee expends Grant proceeds for purposes not described in the AmeriCorps application, this Agreement, or as authorized by the Commission.
- f) **Insolvency or Bankruptcy.** If the Grantee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Grantee applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; or if a trustee or receiver is appointed for the Grantee or for all or a substantial part of the assets of the Grantee and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Grantee and, if instituted against the Grantee is consented to, or, if contested by the Grantee is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.
- g) **Lack of or Insufficient Insurance.** If loss, theft, damage or destruction of any substantial portion of the property of the Grantee occurs for which there is either no insurance coverage or for which, in the opinion of the Commission, there is insufficient insurance coverage.

8.2 **CORRECTIVE ACTION.** Prior to issuing a formal notice of default for any of the events identified under Article 8.1, Volunteer Iowa may, on reasonable notice to the Grantee, take action to compel the Grantee to complete corrective action as required by Volunteer Iowa. The Commission shall have the final authority to assess whether the Grantee is making adequate progress on the performance measures and other program goals and requirements. The Commission may require underperforming Grantees to submit Corrective Action Plans designed to increase the Program's performance. The Commission reserves the right to monitor and measure the achievement of program performance at any time during or after the Grant Agreement Period. Corrective action may involve the following:

- a) **Suspend Payments.** Volunteer Iowa may suspend the Agreement and withhold future payments under the Agreement until the program is brought into compliance or develops a corrective action plan and timeline that is approved by the Commission to bring the program into compliance. Volunteer Iowa may allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that Volunteer Iowa concludes that such costs meet the requirements of the federal regulations.
- b) **Partial Repayment.** Volunteer Iowa may require partial repayment of Grant proceeds which allows partial credit for the performance targets or programmatic goals which have been met.
- c) **Other Remedies.** The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any event of default giving rise to the Commission seeking to exercise the enforcement of this clause.

8.3 **NOTICE OF DEFAULT.** Volunteer Iowa shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

8.4 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, Volunteer Iowa may do one or more of the following:

- a) Exercise any remedy provided by law,
- b) Terminate the Grant Agreement and establish revised reporting deadlines for the purposes of closing out the grant,
- c) Require immediate repayment of the full amount of funds disbursed to the Grantee under the Grant Agreement, plus interest.
- d) Other Remedies. The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of this clause.

ARTICLE 9 - DISBURSEMENT PROCEDURES

9.1 **REQUEST FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by the Commission of claims for disbursement submitted by the Grantee. Claims for disbursement ("claims") shall be in form and content acceptable to the Commission. Each requisition shall be submitted to the Commission according to the schedule shown in Article 6.10.

- a) **Program Income.** All program income as defined in 2 CFR 200.307 shall be added to the Budget and used to meet the grantee share in furthering eligible Program activities as defined in the Agreement and the approved Grant Application. Program income not used to further Program activities will be deducted from the federal share for the purpose of determining the amount of reimbursable costs under the Agreement. In cases of dispute, final decisions regarding the definition or disposition shall be made by Volunteer Iowa. Proceeds generated from the AmeriCorps program are considered Program Income. Programs are required to report all income generated in excess of that which is used to meet the grantee share of the expenditures on the FFR to the Commission according to the schedule shown in Article 6.10. All program income shall be expended prior to requesting federal AMERICORPS funds. Program income received after the Grant Agreement Period shall be returned to the Commission.
- b) **Late claims.** Volunteer Iowa may deny payment of claims submitted later than 60 days past the grant end date

9.2 **REQUEST FOR PAYMENT MODIFICATIONS.**

- a) **Quarterly payments.** With prior approval, the Grantee may qualify for quarterly claim submission, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa. The Commission may revoke the approval for quarterly payment at any time, if the Grantee fails to meet financial management requirements or demonstrates significant deficiencies.
- b) **Advance payments for cost reimbursement grantees.** With prior approval, cost reimbursement grantees may receive advance payments of grant funds, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa.
 - i. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Commission of the Treasury in 31 CFR Part 205.
 - ii. **Discontinuing advance payments.** Volunteer Iowa may, after providing due notice to the Grantee, discontinue the advance payment method and either allow payments in advance based upon individual request and approval, or by reimbursement only, in cases where the grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to ensure accurate reporting, minimize the time elapsing between the receipt of the cash advance and its disbursement, displays other practices that indicate a potential financial management problem or in cases where federal funds are not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level.
 - iii. **Interest earned.** In most circumstances, the Grantee must deposit advance funds received from the Volunteer Iowa in a federally insured, interest-bearing account. For exceptions to this requirement, refer to 2 CFR Chapters I and II. To the extent that interest is earned on advances of AMERICORPS funds, this interest shall be returned to Volunteer Iowa.

9.3 **MATCHING REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES.** The following requirements apply only to cost reimbursement grantees.

- a) The Grantee agrees to provide local matching contribution to the Program as defined in the “Grantee Share” column of the budget shown in Attachment D, “Budget”. The Grantee is expected to meet the budgeted match percent of the Grantee share for each reporting period, unless otherwise agreed upon by the Commission.
- b) The Grantee shall comply with OMB Cost Principles 2 CFR Part 200, Subpart E requirements related to allowable kinds and sources of match and match documentation requirements. Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant. Grantees shall report the amount and sources of federal funds, other than those provided by AMERICORPS, used to carry out its Program. This includes other federal funds expended by Program Subrecipients and operating sites. This information shall be reported on the Federal Financial Report (FFR).
- c) If a Program fails to meet the matching requirements, the Commission will notify the Grantee in writing of the situation and request that the costs be brought into alignment with the

budgeted federal and match percentages within one reporting period. If there is an on-going issue related to match, the Commission may notify the Financial Representative, Program Representative and/or the Authorized Representative of the Grantee agency. The Commission may suspend payment of reimbursement request(s) until the situation is corrected.

ARTICLE 10 - GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT.** This Grant Agreement shall be binding upon the Grantee and the Commission, and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the parties to this Grant Agreement.

10.2 **SUSPENSION.** Volunteer Iowa may suspend a grant for not more than thirty (30) calendar days. Examples of situations necessitating a suspension may include, but are not limited to:

- a) **Serious risk to persons or property.**
- b) **Violations of Federal, state or local criminal statutes.**
- c) **Material violation(s) of the grant agreement.** Violations that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- d) **Corrective action.** As part of a corrective action plan undertaken according to Article 8.2.

10.3 **TERMINATION.** Termination means the ending of the Grant Agreement, at any time prior to the planned end of the Grant Agreement Period.

- a) **Circumstances for Termination.** This agreement may be terminated in the following circumstances. (The Administrative Rules of Volunteer Iowa in regards to the appeals process apply in all situations.)
 - i. **For Convenience.** With thirty (30) day notice, Volunteer Iowa or the Grantee may terminate the Agreement in whole, or in part, when all parties agree that the continuation of the Program would not produce beneficial results commensurate with the future disbursement of funds.
 - ii. **For Cause.** As a result of Grantee's default under this Agreement, as stated in Article 8. The agreement may also be terminated if it no longer effectuates the program goals or AMERICORPS priorities.
 - iii. **Due to Non-appropriation or Reduction of AMERICORPS Funding.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level, then Volunteer Iowa shall have the right to terminate this Agreement without penalty by giving the Grantee not less than thirty (30) days written notice. In the event of termination of this agreement under this Article, the exclusive, sole and complete remedy of the Grantee shall be payment for program activities performed prior to termination.
- b) **Procedures Upon Termination.**
 - i. **Termination Notice.** Volunteer Iowa shall provide written notice to the Grantee of the decision to terminate, the reason(s) for the termination, the effective date of the termination, and final reporting obligations and deadlines. If there is partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Grantee shall not incur new obligations after the

effective date of the termination and shall cancel as many outstanding obligations as possible.

- ii. **Rights in Products.** All finished and unfinished documents, data, reports and other material prepared by the Grantee under the Agreement, except for any intellectual property, shall, at Volunteer Iowa discretion, become the property of the Commission.
- iii. **Return of Funds.** Volunteer Iowa's share of noncancelable obligations which Volunteer Iowa determines were properly incurred prior to notice of cancellation will be allowable under the Grant Agreement. The Grantee shall return to the Commission any costs previously paid by the Commission which are subsequently determined to be unallowable through audit, monitoring or closeout procedures within thirty (30) days of the disallowance. In case of termination, all unencumbered Grant proceeds shall be returned to Volunteer Iowa within thirty (30) days of the receipt of Notice of Termination.

10.4 SURVIVAL OF AGREEMENT. If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force and effect until the Grant Agreement is terminated or the proceeds are paid in full.

10.5 GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

10.6 AMENDMENT.

- a) **Joint Modification.** The Agreement may only be amended through written prior approval of the Commission. The Commission or the Grantee may, during the duration of this Agreement, deem it necessary to modify provisions of this Agreement, which make a substantial change in the scope of services, extend the period of operation, modify the performance measures or make other changes to programmatic elements of the Agreement. The provisions of the amendment shall be in effect as of the date the modification is signed by authorized representatives of both the Commission and the Grantee, unless otherwise specified within the amendment.
- b) **Unilateral Modification.** Notwithstanding paragraph (a) above, Volunteer Iowa may unilaterally modify this Agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement. Volunteer Iowa will give the Grantee reasonable prior notice of any proposed unilateral modification of this agreement.
- c) **Volunteer Iowa Review.** Volunteer Iowa will consider whether an amendment request is so substantial as to require AMERICORPS written approval or as to necessitate reevaluating the Commission's funding decision on the Program. An amendment will be denied if it substantially alters the circumstances under which the Program funding was originally approved or if it does not meet federal or state requirements.

10.7 NOTICES. Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, and delivered at Volunteer Iowa's discretion via electronic means (such as email with a read receipt requested), to the Authorized Representative, Financial Representative, or Program Representative as noted on this Grant Agreement (or to another Authorized Representative who may have been designated by written notice) or enclosed in an

envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, return receipt requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Commission may rely on the address of the Grantee and Authorized Representative set forth heretofore, as modified from time to time, as being the address and Authorized Representative of the Grantee.

10.8 WAIVERS OR DELAYS AND EXERCISE OF RIGHTS AND REMEDIES. No waiver by the Commission of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Commission in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Commission shall preclude future exercise thereof or the exercise of any other right or remedy.

10.9 LIMITATION. The Commission shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of the Agreement. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by the Commission for any item of work or service shall conform to the Budget as presented in Attachment D. It is further understood and agreed that all payments to the Grantee by the commission for all work and services required under this Agreement shall not exceed the Total Maximum Grant Amount unless modified by written amendment of this Agreement as provided for in Article 10.6.

10.10 ENFORCEMENT EXPENSES.

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa, if any dispute arises between the parties in connection with this Agreement and it cannot be resolved by mutual agreement of the parties, the remaining dispute shall be submitted to a board of arbitration in accordance with the procedure set forth in Iowa Code §679A.19.
- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall pay upon demand any and all reasonable fees and expenses of the Commission, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Commission under this Grant Agreement, following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of its rights.

10.11 HEADINGS. The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

10.12 PROGRAM NONDISCRIMINATION. Grantee shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, creed, religion, color, age, sex, gender identity, sexual orientation, national origin, disability, or other protected class. Grantee shall provide state or federal agencies with appropriate reports as required, ensuring compliance with equal employment laws and regulations. Grantee shall ensure that all authorized subcontractors comply with provisions of this clause. A breach of this Article shall be considered a material breach of this Agreement.

10.13 **NON-ASSIGNMENT.** This Agreement may not be assigned without prior Commission written consent. The Grantee may not discontinue administration of activities under this Agreement without the prior written disclosure to and prior written consent of the Commission.

10.14 **INTEGRATION.** This Grant Agreement contains the entire understanding between the Grantee and the Commission and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

10.15 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank — Attachments and Signature Page Follow]

GRANT AGREEMENT SIGNATURE & INFORMATION PAGE

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by their proper and duly authorized representatives as of the Effective Date first stated.

For City of Dubuque

Michael Van Milligen
City Manager

For Iowa Commission on Volunteer Service

Adam Lounsbury
Executive Director

For the purposes of this Agreement, please add the following designees:

Lead Program Representative Name and Title:

Financial Officer Name and Title:

GRANTEE: Please confirm below your participation in the Iowa AmeriCorps Disaster Response Team (details in Attachment A):

- ☐ Yes, the program will participate in the Iowa AmeriCorps Disaster Response Team*
- ☐ No, the program will not participate in the Iowa AmeriCorps Disaster Response Team

*If yes, the program must have completed Attachment A

GRANTEE: Please confirm below your use of the Volunteer Iowa Member Management System**(Details in Attachment B):**

- ☐ Yes, the program will use the Volunteer Iowa Member Management System
- ☐ No, the program has been approved to use another member management & timekeeping system*

*If no, the program must have completed Attachment B

Attachment A
Iowa AmeriCorps Disaster Response Team Deployment Agreement

Attachment A
IOWA AMERICORPS DISASTER RESPONSE TEAM DEPLOYMENT AGREEMENT

In this agreement the Iowa Commission on Volunteer Service ("Commission" or "Volunteer Iowa") and GRANTEE agree as follows:

1. **PURPOSE.** The purpose of this agreement is to outline the expectations, limitations, and requirements for eligible reimbursements for disaster deployment under the Commission's Disaster Response Cooperative Agreement (DRCA) with the Corporation for National and Community Service ("Corporation" or "AMERICORPS"), Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) deployments, or direct deployments initiated from Iowa Homeland Security and Emergency Management (HSEMD).
2. **MEMBERS.** The GRANTEE, as a member of the Iowa A-DRT is willing to respond to disasters or assist in recovery efforts within their capability. Volunteer Iowa and GRANTEE seek to make efficient use of their authority, powers, resources, and privileges by entering into this agreement to carry out its purposes.
3. **DISASTER RESPONSE:** Volunteer Iowa requires the availability of Iowa AmeriCorps members to support disaster response and/or recovery efforts as needed by the State of Iowa. Waivers to this requirement will be considered on a case-by-case basis for GRANTEES that demonstrate undue hardship or for complications related to program design.
4. **STATE ACTIVATION:** Volunteer Iowa serves as the primary point-of-contact for National Service resources in Iowa during times of disaster and may receive requests for support from government or nongovernmental partners, including the Iowa HSEMD, the Iowa State VOAD, and the Iowa Governor's Office.

In an Iowa federal declaration, the Commission will work with AMERICORPS and Iowa HSEMD on any mission assignments and requests for assistance from the Volunteer Iowa A-DRT.

Any budget or programmatic changes to a program due to a disaster response or recovery will be made in accordance with AMERICORPS specific terms and conditions.

5. **OUT OF STATE:** If GRANTEE is a member of the Volunteer Iowa A-DRT, any mission assignment requests from AMERICORPS will be discussed prior to accepting the mission assignment. At any time, GRANTEE AmeriCorps members are not to deploy out of state without express approval from the Commission.
6. **COST REIMBURSEMENT.** GRANTEE is eligible for cost reimbursements associated with a specific mission assignment for allowable expenses that fall within the approved budget for deployment. Allowable expenses include travel, lodging, meals, supplies, and equipment incurred for deployment and any negotiated expenses specific to the deployment or mission assignment.

Unless negotiated and approved under a specific mission assignment and deployment(s), the Commission will not reimburse costs already included in the program's budget under its existing Volunteer Iowa or AMERICORPS grant(s). This preclusion includes both the CNCS and non-CNCS shares of staff salaries paid, participant costs, staff overtimes, administrative overhead and fees and/ or any other costs.

The GRANTEE is responsible for following all reimbursement procedures and allowable cost policies outlined or referenced in the Disaster Deployment Agreement between Volunteer Iowa and AMERICORPS that will be provided to the GRANTEE in the case of mission assignment and deployment.

7. **LIABILITY.** GRANTEE ensures adequate liability coverage for any mission assignment or deployment. Any deployment outside of the scope of the program's normal duties or not covered by existing policies will be covered by the state as members will be considered acting on behalf of the state for deployment purposes.

8. **RECORD KEEPING.** Records will be maintained by the GRANTEE and Volunteer Iowa in a manner consistent with the reporting requirements of the Iowa Department of Revenue and Finance, the State of Iowa Auditor's Office, the Corporation for National and Community Service and the Federal Emergency Management Agency. Source documentation sufficient to support expenditures will be provided by the GRANTEE. GRANTEE shall keep a copy of receipts requested for reimbursement for a period of 6.25 years from the end of the mission assignment.

9. **TRAINING.** Volunteer Iowa recommends GRANTEE provide training on disaster preparedness, response, and recovery to all AmeriCorps members; however, Volunteer Iowa will ensure task-specific training is provided to members if they are requested to assist in a disaster. Before being eligible for deployment, members must undergo the AmeriCorps Disaster fundamental training. Volunteer Iowa periodically provides GRANTEE members and staff with the opportunity to take part in these trainings prior to a disaster. Additionally, members selected to participate in the Volunteer Iowa A-DRT will receive additional intermittent trainings throughout their service year.

10. **TERMINATION.** This agreement may be terminated in part or completely with or without cause by either Volunteer Iowa or GRANTEE upon thirty (30) days written notice.

11. **AMENDMENTS.** Any amendment to this agreement shall be by the mutual consent of the parties, be in writing, and be appended to this agreement.

12. **DEPLOYMENT.** Any deployment not ordered by the Governor will be voluntary and can be rejected by the Commission or the GRANTEE. Programs will not be reimbursed for any disaster response unless a specific deployment for that activity is issued. Multiple deployments may be issued under any specific mission assignment received by Volunteer Iowa and/or AMERICORPS. Typically, an Out of State deployment will require a minimum commitment of 30 days (4 weeks), but this may be negotiated on a case-by-case basis.

13. **ADMINISTRATORS.** GRANTEE and Volunteer Iowa each will designate one representative to serve as administrators and contacts of this Iowa Disaster Response Team agreement. GRANTEE will complete the appropriate section below to designate a contact.

GRANTEE DISASTER CONTACT NAME (if different from lead program representative):

Attachment B
Alternate Member Management & Timekeeping System Form

Attachment B
ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM
FORM

Alternate System:

Effective member management and timekeeping is critical for the success of any AmeriCorps State program. Applicants were required to budget for costs of participation in the state's member management and timekeeping systems. Grantees who wish to use another member management and timekeeping system may be allowed to do so, with Volunteer Iowa approval prior to the start of member service and at additional cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system. Any grantee wishing to use an alternate member management and timekeeping system can seek formal approval at the time of application.

ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM

1. Alternate system requested at time of application: _____
2. Have you previously used this system for AmeriCorps member timekeeping:
☐ Yes ☐ No

NOTIFICATION OF ADDITIONAL FEES & REPORTING REQUIREMENTS

1. Grantee agrees to pay a cost of \$40/member as a fee to Volunteer Iowa for use of an alternate member management/timekeeping system.
☐ Yes, we acknowledge the additional fee
2. Cost Reimbursement Grantees agree to provide Volunteer Iowa staff limited access to the alternative timekeeping system for the duration of the project period for the purpose of completing required monitoring. If such access is not available, the Grantee agrees to submit a monthly timekeeping report in IowaGrants for the same period, for the purpose of monitoring by Volunteer Iowa Staff. Such a report must come directly from the system and should indicate submitted and approved hours per member.

Fixed Amount Grantees are responsible for monitoring their own member timekeeping in alignment with federal grant requirements and maintaining timekeeping records for audit purposes; no timekeeping reporting to Volunteer Iowa is required.

- ☐ Yes, we acknowledge the reporting requirements

Attachment C
Grant Application

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE		1. TYPE OF SUBMISSION: Application ☒ Non-Construction	
Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)			
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):		3. DATE RECEIVED BY STATE: 16-DEC-24	
2b. APPLICATION ID: 25AC270026		4. DATE RECEIVED BY FEDERAL AGENCY: FEDERAL IDENTIFIER: 21ACEIA0010012	
5. APPLICATION INFORMATION			
LEGAL NAME: City of Dubuque UEI NUMBER: TLJMHVMMUD3		NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Sarah Berna TELEPHONE NUMBER: (563) 690-6171 FAX NUMBER: INTERNET E-MAIL ADDRESS: sberna@cityofdubuque.org	
ADDRESS (give street address, city, state, zip code and county): 50 W 13th St Dubuque IA 52001 - 4805 County: Dubuque		6. EMPLOYER IDENTIFICATION NUMBER (EIN): 426004596	
8. TYPE OF APPLICATION (Check appropriate box). ☐ NEW ☐ NEW/PREVIOUS GRANTEE ☒ CONTINUATION ☐ AMENDMENT If Amendment, enter appropriate letter(s) in box(es): A. AUGMENTATION B. BUDGET REVISION C. NO COST EXTENSION D. OTHER (specify below):		7. TYPE OF APPLICANT: 7a. Local Government - Municipal 7b. Local Government, Municipal	
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006 10b. TITLE: AmeriCorps State		9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service	
12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): Dubuque, IA		11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: City of Dubuque AmeriCorps Program 11.b. CNCS PROGRAM INITIATIVE (IF ANY):	
13. PROPOSED PROJECT: START DATE: 09/01/25 END DATE: 08/30/26		14. CONGRESSIONAL DISTRICT OF: a.Applicant IA 02 b.Program IA 02	
15. ESTIMATED FUNDING: Year #: 3		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? ☐ YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: ☒ NO. PROGRAM IS NOT COVERED BY E.O. 12372	
a. FEDERAL	\$ 362,250.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ YES if "Yes," attach an explanation. ☒ NO	
b. APPLICANT	\$ 175,299.00		
c. STATE	\$ 0.00		
d. LOCAL	\$ 0.00		
e. OTHER	\$ 0.00		
f. PROGRAM INCOME	\$ 0.00		
g. TOTAL	\$ 537,549.00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Sarah Berna		b. TITLE:	c. TELEPHONE NUMBER: (563) 690-6171
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:			e. DATE SIGNED: 12/16/24

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Executive Summary

The City of Dubuque will have 45 AmeriCorps members who will develop and implement social and emotional learning interventions to K-12th grade students through in-school and out-of-school-time programs in Dubuque, IA. At the end of the first program year, the AmeriCorps members will be responsible for a change in social-emotional skills as measured by the Devereaux Student Strengths Assessment (DESSA). In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring youth and supporting youth programming.

The AmeriCorps investment will be matched with \$217,776, \$176,526 in public funding and \$40,750 in private funding.

Rationale and Approach/Program Design

1-THEORY OF CHANGE AND LOGIC MODEL -- Dubuque, IA (DBQ) youth are in crisis, resulting in lower school attendance, higher need for behavioral intervention in school, decreased graduation rates, increased need for mental health interventions, and higher rates of risk-taking & law-breaking behaviors. Additionally, youth from marginalized communities are experiencing these crises at higher rates. The Dubuque County social vulnerability index (SVI) is not high, but many categories fall in the moderate level including the percentage of 1) children who are 17 and younger; 2) single-parent households with children under 18; 3) housing in structures with 10 or more units; 4) persons in group quarters, and 5) households with no vehicle available. While the County SVI may not be high, the City of Dubuque (DBQ) AmeriCorps Program operates primarily in a severely economically distressed area, specifically in Downtown DBQ, in census tracts 1, 5, and 7.01 where the per capita income was \$20,296, the average unemployment rate was 11.1%, and the average percentage Below the Poverty Level was 28.6%. In 2021, the city published the Equitable Poverty Prevention Plan that found the following: 16% of DBQ families of 4 survive at 100% of the Official Poverty Measure (OPM), 24% of families of 4 survive on just 150% of the OPM, 32% of families of 4 survive on 200% of the OPM. 44% of DBQ families of 4 survive when using United Way's ALICE measure (100% OPM + Working Poor). The overall racial composition of those experiencing poverty shows that 3 out of 4 are White, while nearly 1 in 5 is Black. Categories of Asian & Pacific Islanders, Two or More Races, and Latinx account for 3% each. While 90% percent of the DBQ population is White, the Black community in DBQ is 4 times as likely to be poor as their White neighbors, almost twice as likely as Blacks statewide, and 2.5 times as likely to live in poverty as Blacks nationwide. DBQ's poverty data shows a profoundly disproportionate poverty level, especially considering that the Black community is

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5% of the total population. School attendance in Dubuque Community School District (DCSD) has been significantly impacted by the COVID-19 pandemic. The chronic absenteeism rates (10% or more) have been significantly high for the last 3 years: Elementary School (ES): 2019-20 (18%), 2020-21 (21%), 2021-22 (22%); Middle School (MS): 2019-20 (27%), 2020-21 (24%), 2021-22 (23%); and High School (HS): 2019-20 (39%), 2020-21 (37%), 2021-22 (35%). When disaggregating chronic absenteeism by race, DCSD students of color were disproportionately more likely to be chronically absent than their white counterparts, Black/African-American students: 61% (ES), 59% (MS), 77% (HS); Hispanic: 27% (ES), 35% (MS), 53% (HS); Pacific Islander: 73% (ES), 71% (MS), 86% (HS); White: 10% (ES), 16% (MS), 29% (HS), especially considering that DCSD's student demographics are 75.3% white, 9.9% Black/African-American, 6% Multi-Racial, 4.9% Hispanic, 2.8% Pacific Islander, 1% Asian, and .1% Native American. DCSD's 4-year graduation rate has decreased by nearly 10% in 8 years, beginning in 2013-14 at 91.49%, and falling to 81.91% in 2020-21. When disaggregating this data by race, we continue to see the same pattern that our most marginalized students are disproportionately struggling. In 2020-21, the 4-year graduation rates by race were Black/African American: 56.14%; Hispanic: 69.09%; Pacific Islander: 27.78%; White: 87.17%. In 2020-21, 91.5% of DCSD's K-5th grade students had 0 or 1 major office discipline referral (MODRs), 4.5% had 2-5 MODRs, and 4.1% had 6 or more MODRs. MODRs require behavioral intervention & de-escalation external to the classroom. In February 2022, DCSD opened 2 Brain Health Retreat Rooms (BHRR) in two high schools. In 4 months, the BHRRs were used by 1,082 students for a total of 3,161 times. In DBQ County (DC), youth reporting plans to kill themselves rose from 6.4% in 2012 to 10.5% in 2018. From 2016 to 2018, the percentage of DC 8th-grade students who reported having a plan to kill themselves within the past year increased from 6.8% to 13.5%. According to the 2018 Iowa Youth Survey (IYS), 18% of DC youth felt that they did not have someone they can talk to within their homes. Of the DC youth surveyed in 2018, 21% of youth identified as another race besides white (up from 14% in 2014); 6% of youth were made fun of because of their race or color (up from 5% in 2014); 31% disagreed that students were respected for their differences (up from 21% in 2014), and 11% disagreed that adults respected differences in students (up from 8% in 2014). Since COVID, the data is even more alarming. The 2021 IYS (DC-specific data not available) reported that 17% of 6th-grade students, 21% of 8th-grade students, and 24% of 11th-grade students had thoughts of killing themselves over the last year. When disaggregating this data, the details are staggering. 27% of female students indicated they had thought about killing themselves in the past 12 months compared to 14% of males. Non-White students reported higher rates of suicidal ideation with the highest rate (31%)

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reported among students who identified as two or more races and the lowest rate among White students (19%). 55% of LGBTQI students indicated they had thought about killing themselves in the past 12 months compared to 15% for participating heterosexual students. 1 in 10 students who had thought about killing themselves reported they had made a plan to kill themselves in the past 12 months, equivalent to 8% of all participating 6th graders, 11% of all participating 8th graders, and 12% of all participating 11th graders. Further, of the students who had thought about killing themselves, 24% of 6th graders, 26% of 8th graders, and 20% of 11th graders reported they had tried to kill themselves during the past 12 months. Students who attempted suicide during this period account for 4% of 6th graders and 5% of 8th and 11th graders among the full sample of participating IYS students. DBQ youth also struggle with risk-taking behaviors and criminal activity. Data from DBQ Police for the timeframe of Jan. 2019 through Oct. 2022 show 2,452 criminal charges involving youth aged 9-17, with the top 5 charges being assault (17%), disorderly conduct (17%), interference (8%), theft (8%), and vandalism (7%). 11% of charges were drug-related, and 8% of charges were alcohol-related. Youth were more likely to be engaged in risk-taking and unlawful behavior during after-school & evening hours, with 48% of charges occurring between 2:30 pm - 10 pm. Our program utilizes an integrated, comprehensive, TWO-PRONGED APPROACH to address our community's problem of youth in crisis. The FIRST PRONG is focused on developing positive connections between youth & positive adult role models within a school setting. AmeriCorps Members will provide 1-1 Social Emotional Learning (SEL) interventions using the Check In, Check Out (CICO) Model to support youth in crises by strengthening their social-emotional health. The SECOND PRONG of the program focuses on developing community-based mentoring and enrichment for at-risk youth during out-of-school and summertime. AmeriCorps Members will develop and implement after-school and summer programs to build community within and around DBQ youth to improve social-emotional health. Our program believes that utilizing AmeriCorps members to develop and increase opportunities for community connection, as well as fostering direct connections with youth will create and foster resiliency among these youth. In contexts of risk, relationships are crucial to mitigating the negative impact of toxic environments. AmeriCorps Members are the ideal solution to address these needs, as most partners are experiencing tightened budgets due to the current economic situation. Without the utilization of AmeriCorps members, youth would simply not receive targeted SEL health interventions in our school building and our larger community. In the DBQ community, there is no other organization that has worked collaboratively across the partners to help leverage resources and address needs as the AmeriCorps program does, as this program has pivoted to address youths' needs

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since 2007. 2-EVIDENCE BASE Our program falls into the pre-preliminary evidence tier as an evidence-informed program. Previously, our program was focused on reading. Since 2007, our partnerships expanded, and our needs shifted. Through our partners and work with DBQ youth, we determined that our program would be better suited to address the community needs of youths' SEL & mental health. Our program previously saw the success of SEL interventions through the Multicultural Family Center (MFC)'s Summer Teen Empowerment Program (STEP), which saw 35 out of 40 at-risk teens complete a summer mentoring and workforce development program in Summer 2019; 18 of 21 in Summer 2020; and 35 out of 40 in Summer 2021. In Summer 2022, STEP aligned its future-ready programming with SEL outcomes, leading to significant growth of participants. The overall SEL composite score showed that the 'Need for overall SEL Instruction' decreased from 24% to 2% of the 47 teens in the program, resulting in a 22% growth for students needing the most SEL Support. Additionally, the overall SEL composite score showed that 'Strength in overall SEL' grew from 2% to 18% of the 47 teens in the program, resulting in 16% of teens strengthening their SEL skills. The largest growth in specific competencies for the 47 teens include Optimistic Thinking- 47% improved in their attitude of confidence, hopefulness, & positive thinking; Self-Awareness- 46% improved in their realistic understanding of their strengths, limitations, & desire for self-improvement; and Relationship Skills- 41% improved in their performance of socially acceptable actions that promote & maintain positive connections with others. The success of the STEP program, the lack of other teen opportunities in DBQ, and the increasing number of teens experiencing crisis helped our program determine that utilizing AmeriCorps can help meet these community needs. Additionally, our program wanted to help support teens in crisis by fostering resiliency. Research has shown that resiliency increases when youth relate to positive adult role models, leading our program to aim to create mentoring relationships with youth. Since the onset of COVID-19, our elementary school-focused AmeriCorps members & host sites reported and documented an increased need for SEL services, both in school & during out-of-school time. The severe SEL needs of students often interrupted AmeriCorps interventions, requiring de-escalation and leading to time needing to be set aside for social-emotional needs to be addressed before learning of any kind could occur. This small adaptation led partners to request that our AmeriCorps program adapt to address SEL needs for youth, as there are no free services focused on these needs in our community, and there is no capacity or funding to address these needs in our schools. Knowing the need for SEL, the program will utilize the Check In/Check Out Intervention (CICO) which is a well-developed, evidence-based, and efficient Tier II behavioral intervention. CICO (also known as the

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Behavior Education Program) was designed to reduce the behavioral problems of students who are not responding to Tier I intervention strategies (Filter, K.J., Ford, A.L.B., Bullard, S.J. et al). CICO is a K-12 Intervention strategy that provides students with immediate feedback on behavior & increased positive adult attention. Students will be identified as eligible for AmeriCorps Member 1-1 interventions if they meet 2 of the 4 criteria: having the highest SEL needs through the SEL Screener (Criteria 1); and meet Iowa's definition of at-risk in academic, attendance, or behavior (Criteria 2+). Each CICO session will occur at least 3 times/week for 30 minutes for at least 24 sessions and until the student has been reassessed & results show the student has improved in at least one SEL category. Members will serve as CICO Coordinators or CICO Coaches. CICO follows a structure of 1) Check-in with a positive adult to set goals, 2) Monitoring, Evaluation, and Feedback with CICO Coordinator, and 3) Check-out with the same positive adult to review successes and provide support. During Check-In, CICO Coaches will individually check in with their student caseload to review behavioral goals, collaboratively set goals for the day, and provide encouragement. The CICO Coordinators will observe students' behaviors and provide feedback using a 'point card' to reward students with points for meeting goals. Before the end of the day, students will meet individually with their CICO Coach to assess their point cards, discuss their goals and behaviors, and provide encouragement, praise, and support. Successful implementation of this program will result in students improving in at least one SEL Category. Research on CICO has found that the intervention can improve student behavior, increase accountability and motivation, improve self-monitoring skills and self-esteem, and enhance family engagement efforts. 3-NOTICE PRIORITY - The program fits with the priority areas of: - Organizations leading service in communities with concentrated poverty and serving historically underrepresented and underserved individuals as detailed in our theory of change section; Programs that provide additional benefits to AmeriCorps members. Additionally, the program does fit with several State of Iowa priorities based on the ICVS State Service Plan: 1) comprehensive community strategy 2) engage underrepresented populations and those that provide a high return on investment 3) address disparities with minority populations 4) Governor's priority areas of Future Ready Iowa, childcare and enrichment, and education; 5) actively participate in A-DRT, and 6) priorities based on Iowa Code: Summer Youth Corps through the Multicultural Family Center STEP Program, where students receive workforce development, service learning, high school credit, and the ability to earn a paid stipend, and Iowa National Service Corps. 4-MEMBER EXPERIENCE -- Leadership development is a priority of our program that begins with a strategic strength-based, equity-focused recruitment process. Program staff recruit, interview, and select each member based on their personal

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and/or professional career goals. All Members receive training & professional development on DEI, Emotional Intelligence, ACES & Trauma-Informed Service. During their term of service, members are challenged to develop personally and professionally by seeking out development opportunities that match their goals and interests. Each host site, as part of the program partnership, offers unique training and professional development opportunities to all members across all program partners, to professionally prepare members for human services careers. For example, DCSD offers Youth Mental Health First Aid Certification, the MFC offers training on Youth Behaviors Interventions, and St. Mark offers a Working Genius workshop. The program has taken significant effort in the last 5 years to increase the living allowance to a 'livable allowance' (from \$7.10/hour to \$13/hour equivalency) to ensure that members can focus on their experience, instead of worrying about their survival. Additionally, the program expects all host sites to practice barrier removal for AmeriCorps members, including paying for downtown parking, and covering up to \$200 per member in expenses for additional professional development opportunities. Recruitment efforts are focused on recruiting members directly from the DBQ Community, from retired professionals & stay-at-home parents to college students & recent high school graduates. Positions are advertised virtually on local job boards, internship websites, and city social media. Paper flyers are taken to bulletin boards in apartment complexes, religious institutions, and community centers across all areas of town. Position advertisements are included in the following City Mailers that go to all households in DBQ: 4 quarterly utility mailers, 2 annual leisure services guides, and 2 City-Focus magazines. Recruiting a representative & diverse member corps is an important part of our program. We prioritize making sure that members from diverse backgrounds and lived experiences are respected, valued, and supported by following up with members on navigating the difficulties of public benefits, referring members to the Member Assistance Plan for mental health services, training host sites in DEI and Trauma to create inclusive service environments, and ultimately meeting members where they are at and listening to what they need to ensure they can be successful in their AmeriCorps Contract. Before enrollment, 20% of the questions asked in interviews are related to DEI to ensure that the program hires members who reflect the youth that we serve through their lived experiences and identities. As many interviews as possible are conducted at the Multicultural Family Center to create a safe, welcoming, and inclusive environment for all applicants, as this is one of the only spaces in DBQ that actively engages and welcomes diverse communities, including, but not limited to communities of color, LGBTQI, and other culturally diverse groups. Additionally, the Program has worked with ICVS to advocate for changes to the AmeriCorps citizenship requirements to include COFA migrants. The

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AmeriCorps program is housed in the Community Impact Division, which works closely with the City's Equity & Human Rights Department and the Office of Shared Prosperity. Together, they ensure that AmeriCorps programming & other city programs are culturally competent, equitable, and accessible to community members. Additionally, program staff work with the City's Human Resources department to ensure that all program hiring practices are equitable and inclusive to applicants, members, and staff. Additionally, the city and DCSD have positions within their structure to ensure equitable and strategic recruitment and hiring practices.

Organizational Capability

1-ORGANIZATIONAL BACKGROUND AND STAFFING - The City of Dubuque has sponsored an AmeriCorps Program since 2007. The city relies on its expert personnel to plan & implement the grant and provides in-kind administration, personnel, and fiscal support. The Community Impact Director, Heather Satterly, a 3-term AmeriCorps alum, has been the Director since 2017, in addition to managing another Iowa AmeriCorps Program for 3 years. Heather focuses on program compliance, program monitoring, technical assistance, and in-depth training for AmeriCorps Members. Heather serves as a trainer & facilitator for the city & program in the following areas: DEI, Emotional Intelligence, ACES & Trauma, & High-Performing Government. Sarah Berna is the AmeriCorps Coordinator & focuses on the member experience from recruitment to exit. Sarah, an AmeriCorps Alum of the program, has previously worked for the program as a coordinator, a Site Supervisor, & a COVID-19 Virtual Tutoring contractor. Sarah is a certified Elementary Education teacher. The Administrative Assistant for the division will provide administrative support, including conducting background checks, maintaining & auditing member files & timesheets, and providing supplemental member support. Marie Ware, Leisure Services Department Manager, provides oversight of the Director & program and has been directly & indirectly involved with grant award management for over 25 years for 3 cities & a non-profit agency. Nathan Kelleher serves as the Grant Financial Analyst for the City & has worked on the AmeriCorps Program finances since 2021. The Finance Manager for the City provides oversight & support to the Grant Financial Analyst to ensure financial compliance. Jennifer Larson, Finance & Budget Director, has been monitoring all of the City's federal grant activity since 2019. The city has effectively partnered with & facilitated several education & workforce development programs. The city supports Opportunity Dubuque & the Four Mounds Foundation's Heart Program, both focused on education & skill development for DBQ's most marginalized communities. The city has implemented apprenticeship programs in the Public Works Department, a Circles program in the Housing Department, and the Summer Teen Empowerment Program (a

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future-ready, career program) with the AmeriCorps Program at the Multicultural Family Center. Currently, the city is developing an equity-focused program called "Municipal Career Pathways" (MCP) to engage at-risk youth in public service career exploration. The MCP program intends to change the makeup of the City's future workforce to better represent our community. The city currently has 740 employees, predominantly made up of white males. Breakdown by race & gender for those are as follows: Male= 66%, Female= 34%; White= 92.5%, Black= 4.5%, Hispanic= 2%, Asian= 0.75%, Native American= 0.25%. The city expects over 50% of its workforce to retire in the next 10 years, creating many leadership openings. Program staff has lived experience that shapes how they support & design the program with partners. Staff have grown up in generational poverty, are part of the LGBTQI community, are religiously diverse, and live with several psychiatric disabilities. Staff members were also first-generation college students that had to navigate systems without parental support or guidance. Their experience growing up in poverty and time as AmeriCorps members have informed every action that the program takes. The city has prioritized Diversity, Equity, & Inclusion in all aspects of its service delivery, including equity audits of all financial decisions made by the organization, and the intentional engagement with community members from diverse backgrounds in learning about local government and ways to get involved through boards, commissions, and career and volunteer opportunities.

2-COMPLIANCE AND ACCOUNTABILITY -

The program prides itself in having a reputation as a high-functioning program and has a complete plan for compliance & accountability. The program ensures site supervisors & host sites fully understand the prohibited activities, non-duplication & non-displacement guidelines, and all other rules and regulations through service agreements and training. The program conducts at least two site visits a year, and a mid-term review to ensure rules & regulations are being followed. Program staff keeps lines of communication open between members and site supervisors to ensure compliance & accountability. Should a compliance issue be suspected or arise, the Director holds a meeting with all parties involved to review guidelines and design a corrective action plan. If compliance issues continue to be a concern, members are removed from their assigned placement until the site can ensure all activities fall within the AmeriCorps guidelines. If compliance issues are not corrected or re-appear, the Director will no longer place members at the host site. Lastly, our staff takes AmeriCorps' Criminal History Record Check very seriously as well as other program management policies including timesheets, in-kind documentation, Member Service Agreements, Host Site Agreements, and more. The Director runs all background checks on members. As these checks are completed, the Director completes the ICVS NSCHC Monitoring Checklist and attaches it to copies of all checks that are kept

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in the member's electronic file and in a hard copy format. The Administrative Assistant audits all background checks and program staff conduct member/staff file audits twice a year to ensure compliance. The city has strong policies, procedures, and internal controls to prevent, detect, and mitigate the risk of fraud, waste, abuse, and mismanagement. The city utilizes internal control best practices, including segregation of duties, job rotation, oversight management, safeguarding of assets, and organizational, departmental, and divisional standards of procedures and administrative policies that apply to all employees to ensure that staff are educated & trained to prevent mismanagement. These standards are reviewed & updated annually to ensure that relevancy. All levels of the program understand the expectation to report concerns regarding instances of criminal activity, fraud, waste, or abuse directly to the Director, with subsequent reporting to the City's Director of Finance & City Manager, ICVS, and the Office of Inspector General. 3-MEMBER SUPERVISION - All members receive two layers of supervision. 1) Every host site designates a site supervisor to provide daily supervision to members and conducts biweekly, 1-1 meetings with each member for clear guidance. Site supervisors provide on-site training and observation to ensure accurate interventions. 2) The Program serves as an added level of supervision. The Coordinator meets regularly with each member to discuss progress and ensure member activities fall within allowable activities and has an open-door policy so members may contact via an in-person meeting, email, phone, or text at any time for any reason. Before members arrive on site, each site supervisor is trained in person, 1-1, and in recorded webinar format to review overall program changes. Site supervisor training consists of an overview of AmeriCorps & ICVS, member responsibilities, supervisor responsibilities and host site agreements, in-kind match documentation, time sheets, data collection, prohibited activities, and unallowable activities including nonduplication & non-displacement.

Cost Effectiveness and Budget Adequacy

See Budget

Evaluation Summary or Plan

N/A

Amendment Justification

N/A

Clarification Summary

2025-2026 Continuation Clarification Revisions

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Budget revision items:

Section I.E. Supplies: Clarified that line item is correct at \$0 as the recruitment materials identified will be supported with non-grant funds.

Section I.F. Contractual and Consultant Services: Corrected the calculation.

Continuation Changes

25-26 Continuation Changes:

-Changes in Operating Sites:

Anticipated participation in the Volunteer Iowa Youth Mental Health Corps will allow our current Teen Health Education members, currently presenting Teen Mental Health First Aid curriculum, to expand their resources and services for teens in existing programs. We anticipate additional host sites serving the teen population will participate in increasing resources and developing services for DBQ teens as well as support the members' pathways to mental health careers. In partnership with local colleges, our program currently supports members by supervising their Social Work and Psychology career internships throughout their service. We also support both elementary and secondary educator pathways specifically with our social-emotional learning positions in the schools, these roles would greatly benefit from the increased training and contribution to their pathway to school careers.

-Significant Changes in Program Scope or Design: N/A

-Changes to Performance Measures: N/A

-Significant Changes to Monitoring Structures or Staffing:

City of Dubuque AmeriCorps Program is now under a newly created Community Impact Department. Department change brings community services that align together to enhance coordination to better meet community needs and the target audience served by the department programs. Community Impact Director serves the AmeriCorps program by strengthening community partnerships to meet program needs. AmeriCorps Program Director develops and maintains all grant operations, member development, and fiscal management. Administrative Assistant serves the AmeriCorps program to support NSCHC monitoring, as well as all member file management.

-Budget revisions: See budget

24-25 Continuation Changes:

-Changes in Operating Sites: None

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-Significant Changes in Program Scope or Design: None

-Changes to Performance Measures: Due to the State of Iowa passing Senate File 496 in May of 2023, this has impacted several areas of the program's proposed performance measure criteria. Senate File 496 prohibits administering a formal examination or survey of a student that is designed to assess the student's mental, emotional, or physical health that is also not required by state or federal law without first obtaining written consent of the student's parent or guardian. Districts must also give written notice and obtain written consent from a student's parent or guardian prior to administering district-required surveys, analyses, and evaluations. Additionally, district employees and contractors cannot disclose information related to the social or emotional abilities, competencies, or characteristics of the student unless the district obtains written consent of the parent or guardian after providing the parent or guardian of the student all of the following: detailed information related to the survey, including the person who created the survey, the person who sponsors the survey, how information generated by the survey is used, and how information generated by the survey is stored.

The following criteria have been impacted:

1. Utilizing the District's Social-Emotional Health Screener to identify students with SEL needs. The district has opted to no longer utilize their SEL screener, as the district would not be able to equitably assess and support students.

Therefore, the program will not be able to utilize results of the screener to identify students with SEL needs.

2. Administering the DESSA. The program must obtain parent permission to administer the DESSA on students receiving AmeriCorps services.

Due to this requirement, the program expects that many students receiving services will not receive parent permission for the DESSA to be completed, which will result in lower performance measure results. The program has adjusted performance measures based on permission slips for the 23-24 program year as of Nov 1, 2023.

The Program and district have identified the following processes for student identification, selection, and intervention:

1. Student identified by Teacher as having SEL needs.
2. Student referred to the school's MTSS team (Multi-Tiered System of Support) and is determined if

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meets at least 2 of the 3 universal risk factors (Academic, Attendance, Behavior).

3. Referred student approved for services by the school's MTSS team;

4. Parent information letter about the DESSA Assessment, Curriculum, and Interventions and Permission slip sent home.

5. Parent approval returns and is saved in student file and uploaded to America Learns (AmeriCorps Database).

6. Instructional Coach determines schedule for student pull-outs (one on one or small groups based on student-needs).

7. AmeriCorps Member begins to implement the 8 intervention sessions: 1 session per sub-category of the SEL Assessment.

8. After the completion of the 8 sessions, member will complete the DESSA pre-assessment.

9. DESSA assessment results will show areas for focused instruction in the 8 subcategories.

10. The next 16 sessions will focus intervention activities on addressing the areas of need.

11. Upon completion of 24 sessions, a DESSA post-assessment will be completed.

12. Results will identify new areas of need or if student remains/offloads from member caseload.

-Significant Changes to Monitoring Structures or Staffing: The AmeriCorps Program finances are being transferred to the responsibilities of the Leisure Services Confidential Account Clerk, away from the Finance Department's Budget/Financial Analyst- Grant Focused. The Analyst will provide training, serve as oversight, and provide ongoing technical support for the Clerk.

-Budget Revisions: See Budget

Grant Characteristics

Performance Measures

MSYs by Focus Area

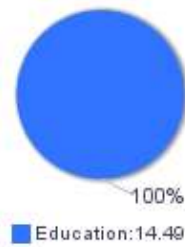


Table1: MSYs by Focus Areas

Focus Area	% MSYs
Education	100%

MSYs by Objective

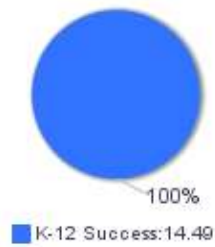


Table2: MSYs by Objectives

Objectives	%MSYs
K- 12 Success	100%

% of MSY NPM VS Applicant VS Not in ANY

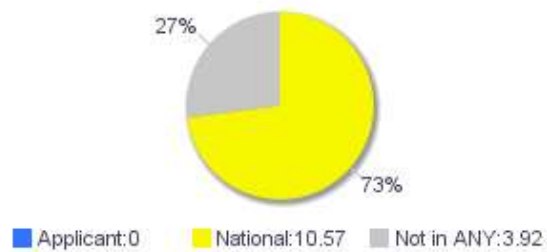


Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSYs	NPM	Applicant	Not in ANY
	73%	0%	27%

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
K- 12 Success	14.49	34
Total	14.49	34

Primary Focus Area: Education
 Primary Intervention: Other Classroom Support
 Secondary Focus Area: Education
 Secondary Intervention:

Performance Measure: DBQ Social-Emotional Intervention

Focus Area:	Education	Objective:	K- 12 Success	No of MSY's:	10.57	No of Members:	32
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Problem Statement:

Dubuque Community youth are in crisis, resulting in low school attendance, higher need for school behavioral intervention, decreased graduation rates, increased need for mental health interventions, and high rates of risk- taking behaviors. Additionally, youth from marginalized communities are experiencing these crises at higher rates than non- marginalized youth. The program will support K- 12 students through a 2- pronged approach. In the 1st prong, 10RHT + 10QT Members will provide student- specific Social and Emotional Learning (SEL) interventions to K- 5th grade students identified through a Multi- Tiered System of Support (MTSS). During the summer, 10MT and 2FT positions will be allocated to the Multicultural Family Center' s Summer Teen Empowerment programs to provide mentoring, SEL health interventions, and academic support/career coaching to 50 middle/high school teens. Students will be eligible for services if they meets Iowa' s definition of at- risk in the areas of academic, attendance, or behavior and is approved by the school's MTSS team. The 2nd prong utilizes members to engage youth during out- of- school time & summer as mentors through SEL- focused enrichment programs. This programming is tailored to experiential learning with adults that are interested in furthering 300 youth' s futures & opportunities. Members will develop & implement free, community middle/high school programming focused on building SEL skills that translate into academic & career. 3MT positions will provide SEL enrichment with K- 5 students during summer programs. 1- 1 support requires more time & attention, serving 200 students with 70% improvement is a reasonable goal.

Selected Interventions:

Mentoring
Other Classroom Support
Out- of- School Time
Summer Learning

Describe Interventions:

Interventions will follow the Check In, Check Out (CICO) model, focusing SEL intervention needs as determined by the DESSA assessment in a 1- 1, mentoring setting. Each intervention session (total 30 minutes/day) will occur at least a minimum of 24 sessions and until the student has been reassessed and results show the student has improved in at least one intervention- targeted SEL category. The 10 RHT (Dubuque Community School District - DCSD)/2 FT (Multicultural Family Center - MFC) Members will serve as Coordinators, while the 10 QT (DCSD)/10 MT (MFC) members will serve as Specialists. CICO follows a structure of 1) Check- in with a Specialist to set goals, 2) Monitoring, Evaluation, and Feedback with Coordinator, 3) Check- out with the Specialist to review successes and provide support. During Check- In (15 min), Specialist will individually check in with their student caseload to review goals, collaboratively set goals for the day, and provide encouragement and a targetted SEL Intervention. The Coordinators will observe students' behaviors and provide feedback using a ' point card' to reward students with points for meeting goals. Before the end of the day, students will meet individually for Check- Out (15 min) with their Specialist to assess their point card, discuss their goals and behaviors, and provide encouragement, praise, and support.

ED1A Output:

Performance Measure: DBQ Social-Emotional Intervention

Problem Statement:

Selected Interventions:

Mentoring

Other Classroom Support

Out- of- School Time

Summer Learning

ED1A: Number of individuals served

Target: 200 Individuals

Measured By: Tracking System

Described Instrument: AmeriCorps Members will record the names of youth and the number of hours spent receiving interventions in our AmericaLearns data system. Students receiving interventions through DCSD will have a unique identifier associated to them that consists of their grade level, teacher last name, student first name, student last name (ie: K- Satterly, Test, Student). Students receiving interventions through the Summer Teen Empowerment Programs will have a unique identifier associated to them that consists of first name, last name, full birthdate (ie: Test, Student, 01012008). All members, regardless of site, are required to complete detailed intervention reports in AmericaLearns after each session with a student. These reports include information about the length of the session, intervention content, the student's level of engagement, and a brief assessment of student's progress. These reports are reviewed and approved by the Site Supervisor of each member to ensure that student information is documented correctly. Program staff regularly review identifiers to ensure no duplication has occurred. The Student Name and unique identifier is then extracted from the AmericaLearns system and uploaded by AmeriCorps Program Staff into the program's Aperture System to complete the Devereux Student Strengths Assessment (DESSA) assessments. AmeriCorps members will complete the 8- 10 minute DESSA in the first week of meeting and conducting Check- Ins with youth participating in the programs. Youth will be considered served upon completion of at least 24 sessions of the program, when AmeriCorps members complete a 2nd DESSA for the student to assess student progress in the targeted SEL subcategory.

ED27C Outcome:

ED27C: Number of students with improved academic engagement or social- emotional skills

Target: 140 Students

Measured By: Observation Tool

Described Instrument: AmeriCorps Members will complete the Devereux Student Strengths Assessment

Performance Measure: DBQ Social-Emotional Intervention

Problem Statement:

Selected Interventions:

Mentoring
Other Classroom Support
Out- of- School Time
Summer Learning

Described Instrument: (DESSA), a nationally standardized, adult- rating screening tool, that will assist AmeriCorps members to identify what Social- Emotional Competencies (Self- awareness, Social awareness, Self- management, Goal- directed behavior, Relationship skills, Personal responsibility, Decision- making, Optimistic thinking) that a student is strong, typical or needs further assistance with. The DESSA is a five- point Likert- type scale assessment that provides an overall Social- Emotional Composite score and a subscore for each of the eight social- emotional competencies. DESSA results are reported using T- scores and percentile ranks. Tools are also available for pre- test/post- test comparisons and rater comparisons. Online administration produces individual student, classroom, site, and program- level reports.

Students will be considered as having improved social and emotional skills when AmeriCorps members complete a 2nd (or more) DESSA for the student to assess student progress, and that progress shows a student has moved from " Needs further assistance" to " Typical" or from " Typical" to " Strength" in at least one of the intervention- targeted social- emotional competencies. The DESSA will be re- administered every 8 weeks or every 24 sessions, whichever comes first. Students who do not improve or that have multiple areas of need will continue to receive services, while students who have improved will be strategically transitioned out of the program.

The DESSA has very high internal reliability, and evidence of criterion and construct validity for using the DESSA to measure social- emotional competence is reported in the test manual (LeBuffe et al., 2009/2014) and by Shapiro and LeBuffe (2006). The DESSA has also been examined for racial and ethnic differences for both parent and teacher raters and found no interpretable differences for most comparisons.

Program Information

AmeriCorps Funding Priorities

*Check any priority area(s) that apply to the proposed program. Please refer to the NOFO for the information on the threshold for meeting priority consideration

Underrepresented communities/underserved people, Programs providing additional benefits, Workforce pathways for AmeriCorps members, Programs for/with second chance youth

Grant Characteristics

*Check any characteristics that are a significant part of the proposed program

Innovative Community Strategies, Geographic Focus
Urban

Additional Documents

*How many evidence documents did you submit? (Program Evaluation Report, Studies). Do not include evaluation plan in number.

Zero

*Did you submit an evaluation plan?

No

*How many non- evidence documents did you submit? (In most cases, this will be zero)

Zero

Demographics

Other Revenue Funds	49882
Number of volunteers generated by AmeriCorps members	100
Percent of disadvantaged youth enrolled	0

Required Documents

Document Name

Status

Evaluation

Not Applicable

Federally Approved Indirect Cost Agreement

Not Applicable

Labor Union Concurrence

Not Applicable

Other Documents

Not Applicable

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.
Dubuque Community Youth are in crisis with regards to school attendance; academic success; social and emotional challenges; and risk-taking behaviors. The DCSD chronic absenteeism rates have been significantly high: Elementary 2021-22 (22%); Middle 2021-22 (23%); and High 2021-22 (35%). DCSD's 4-year graduation rate has decreased by nearly 10% in 8 years: 2013-14=91.49%;	SCHOOL-BASED PROGRAM (Sept. - May) 10 RHT + 10 QT with Dubuque School District at 10 Elementary Schools in Dubuque Co, IA OUT-OF-SCHOOL TIME PROGRAM (Sept. - Aug.) 1 FT at Carnegie Stout Public Library, 1 FT at City Arts & Culture Dept., 1 FT at City Engineering Dept., 2 FT at City Multicultural Family Center, 2 FT at Hillcrest Family Services SUMMER PROGRAM	INDIVIDUAL STUDENT/SMALL GROUP SEL INTERVENTIONS: -1-1 SocialEmotional Learning (SEL) Interventions to K-5 Administered at least three times per week for 15-30 minutes each session for a minimum of 8 weeks or 24 sessions and until the child has been reassessed and results show the student has improved in at least one SEL category -1-1 or small group mentoring and SEL for at least once a week for 40 weeks or a total of 40 hours	ED1A: 200 students served 150 students with SEL needs will complete our intervention program. 50 at-risk teens will complete the Teen Empowerment Programs. 500 community youth will participate in free enrichment programs during the program year.	ED27C: 140 students with improved social-emotional skills. 100 students who complete our program will improve at least one of the social-emotional skills as determined by the DESSA. 40 at-risk teens who complete our program will improve in at least one social-emotional skill as determined by the DESSA. Youth will improve in at least one of the following Social and	Youth will have: Improved school and program attendance. Improved academic success. Decrease risk-taking behaviors. Increased positive adult relationships.	Youth will become more resilient in their social-emotional health and mental health. Youth will be more likely to graduate high school on time.

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
2020-21=81.91%. The 2021 Iowa Youth Survey reported that 17% of 6th-grade students, 21% of 8th-grade students had thought of killing themselves over the last year.	(June - Aug.) 3 MT at St Mark Youth Enrichment Summer Program, 1 MT at City Carnegie Stout Public Library, 10 MT at City Multicultural Family Center STAFF: 1 Director at .5 FTE, 1 Coordinator at .95 FTE, 1 Administrative Assistant at .58 FTE EXTENSIVE MEMBER TRAINING & CERTIFICATIONS: 1) 6 hours program orientation, 2) 4 hours ACES & Trauma-informed Service, 3) 4 hours Intercultural Competency & Equity, 4) 4 hours Emotional Intelligence, 5) 8 hours Youth Mental Health First Aid, 6) 8 hours Working Genius Workshop, 7) 4 hours Ropes Course Teambuilding FUNDING: 1) City of Dubuque, 2) Dubuque Community School	during a 6-week summer program. COMMUNITY-WIDE SEL ENRICHMENT: -Conduct free enrichment for Middle & High School community youth 3x times a week for 50 weeks for at least 2 hours per activity. CAPACITY BUILDING SERVICES: -Develop and support partnerships with community nonprofits and businesses to engage youth in future-ready, career-focused activities every week for 50 weeks for at least 5 hours each week. -Develop and implement activities & curriculum for the Municipal Career Pathways program to engage K-12th grade youth in public service careers every week for 50 weeks for at least 5 hours each week.		Emotional Skills: Self-awareness, Social awareness, Self-management, Goal-directed behavior, Relationship skills, Personal responsibility, Decision-making, and Optimistic thinking.		

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Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
	District, 3) Hillcrest Family Services, 4) St Mark Youth Enrichment					

Attachment D
Budget

Budget Narrative: City of Dubuque AmeriCorps Program for City of Dubuque

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
AmeriCorps Program Director - .80 FTE - responsible for grant oversight, member recruitment, site/member support: - 1 person(s) at 75921 each x 80 % usage	60,737	0	60,737
Community Impact Administrative Assistant- .58 FTE -responsible for grant compliance, NSCHC, file audits/monitoring: - 1 person(s) at 55090 each x 58 % usage	31,952	0	31,952
Community Impact Director - .10 FTE - Responsible for oversight of Program Director and Assistant, Grant Compliance, Implementation, Monitoring (non-grants funds): - 0 person(s) at 0 each x 0 % usage	0	0	0
Category Totals	92,689	0	92,689

B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Program Director (non-grant funds): AmeriCorps Director @ 80% time (FICA@.0765= 4646+ IPERS@ .0944= 5507+ HEALTH(Flat Rate=13423)@80%= 10738+ LIFE(Flat Rate=55)@80%= 44)	0	0	0
Community Impact Administrative Assistant (non-grant funds): CI Admin @ 58% time (FICA@.0765= 2444 + IPERS@ .0944= 3016 + HEALTH(Flat Rate=13423)@58%= 7785 + LIFE(Flat Rate=55)@58%= 31)	0	0	0
Community Impact Director: Community Impact Director @ 10% time (FICA@.0765= 801+ IPERS@ .0944= 989 + HEALTH(Flat Rate=13423)@10%= 1342 + LIFE(Flat Rate=55)@10%= 6)	0	0	0
Category Totals	0	0	0

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: N/A to Iowa AmeriCorps State Programs	0	0	0

Volunteer Iowa Required Training - National Service Training Conference - TBD: Airfare, est.\$600 round trip 2 staff=\$1200 Meals-\$50/day x 4 daysx2 staff =\$400; Lodging \$150/night x 3 nightsx2 staff=\$900. Mileage to airport est. 160 mi round trip x \$0.67/mi=\$107, parking airport \$10/dayx4days=\$40, \$50 ground transport host city	0	2,697	2,697
Volunteer Iowa Required Training - Program Launch - Des Moines, IA: 1 Trip to Des Moines @ 450miles x \$0.67 per mile (City of DBQ reimbursement rate) =\$302; Meals- \$50/day per diem x 3days = \$150; Lodging- \$125/night x 3nights = \$375	0	827	827
Volunteer Iowa Required Training - New Program Staff Orientation - Des Moines, IA (non-grant funds): 1 Trip to Des Moines @ 450miles x \$0.67 per mile (City of DBQ reimbursement rate) =\$302; Meals- \$50/day per diem x 3days = \$150; Lodging- \$125/night x 3nights = \$375	0	0	0
Staff Travel: Site supervision for site visits, mid-term reviews, and service projects - 1000 miles per year x \$0.67 per mile (City of Dubuque mileage reimbursement rate)x1 staff + 1 Admin 250 miles x \$0.67 = \$837.50 + parking fees = \$345x 2 staff = \$690	1,528	0	1,528
Category Totals	1,528	3,524	5,052

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Member gear w/AmeriCorps logo: AmeriCorps Member gear w/AmeriCorps logo: Uniform shirts & badges - 34 members x \$30/member; tshirts for summer, long sleeve for winter, polo for year-long members - all w/ AmeriCorps logo = \$1020	0	1,020	1,020
Recruitment materials (non-grant funds): Professional print job of program recruitment fliers/trifolds/materials @ \$125/job for 4 jobs = \$500 (\$500 will be supported by non-grant funds)	0	0	0

Member recognition supplies: Portfolio, handbooks, printed materials, certificates, pins for 34 members @ \$15/member	389	122	511
Category Totals	389	1,142	1,531

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Contracts and Consulting: Estimated for recruitment -daily rate \$50/day for 10 days- Daily Rate of 50	500	0	500
Category Totals	500	0	500

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
National Service Training: Registration \$400x2 staff=\$800- Daily Rate of 800	800	0	800
Category Totals	800	0	800

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Member Training: Orientation, AC Week, Life after AmeriCorps, End Service Ceremony: training lunch over 6 hours. Ropes Course Team Building Training. @ \$34/member- Daily Rate of 34	906	283	1,189
Category Totals	906	283	1,189

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
National Service Criminal History Check: \$40/individual x 34 individuals = \$1,360. Includes FBI, state of residence & state of service checks. All staff have an adjudicated NSCHC/no expected turn-over for program staff. If staff changes occur, a NSCHC will be conducted for new staff.	1,360	0	1,360
Volunteer Iowa Required State Member Management Monitoring: \$40/member x 34 members = \$1,360	1,360	0	1,360
Volunteer Iowa Required State Support & Monitoring fee: \$545 per MSY x 14.49	7,897	0	7,897
America Learns Timekeeping & Data system: Data Collection (\$6000 flat fee) & Timekeeping System (\$2024 quoted rate) for collection of raw data by AmeriCorps Members, Electronic Signing (\$250 quoted rate)	8,274	0	8,274
DESSA Data licenses: DESSA Student Assessment: 220 Aperture System licenses@\$9 each	0	1,980	1,980
Category Totals	18,891	1,980	20,871
Section Totals	115,703	6,929	122,632
PERCENTAGE	94.35%	5.65%	

Section II. Member Costs

A. Living Allowance

Item -# Mbrs w/ Allow -Allowance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 7 Member(s) at a rate of 23070 each Members W/O allowance 0	71,600	89,890	161,490
Three Quarter Time (1200 hours): Member(s) at a rate of each Members W/O allowance	0	0	0
1-Year Half Time (900 hours): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): 8 Member(s) at a rate of 9045 each Members W/O allowance 0	45,200	27,160	72,360

Quarter Time (450 hrs): 8 Member(s) at a rate of 6030 each Members W/O allowance 0	26,800	21,440	48,240
Minimum Time (300 hrs): 11 Member(s) at a rate of 3980 each Members W/O allowance 0	13,900	29,880	43,780
Abbreviated Time (100 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Category Totals	157,500	168,370	325,870

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: \$314600*.0765 = 24067	24,067	0	24,067
Worker's Compensation: \$314600* .03 = \$9438	9,438	0	9,438
Health Care: Member Healthcare: 520/month * 12 months * 6 members (additional 1 member will be covered with nongrant funds) = \$37440	37,440	0	37,440
MAP Access (non-grant funds): Grantee/City provides member access to Employee Assistance Plan (21.50/member x 34)	0	0	0
Category Totals	70,945	0	70,945
Section Totals	228,445	168,370	396,815
PERCENTAGE	57.57%	42.43%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: CNCS share 115,703 + Grantee share 228445	18,102	0	18,102
Commission Fixed Amount:	0	0	0
Category Totals	18,102	0	18,102

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0
Section Totals	18,102	0	18,102
PERCENTAGE	100.00%	0.00%	

Budget Totals	362,250	175,299	537,549
PERCENTAGE	67.39%	32.61%	
Required Match		28.00%	
Total MSYs	14.49		
Cost/MSY	25,000.00		

Source of Funds

Section	Match Description	Amount	Classification	Source
Source of Funds	Dubuque Community School District (secured)	45,000	Cash	State/Local
	Hillcrest Family Services (secured)	25,500	Cash	Private
	City of Dubuque (secured)	96,200	Cash	State/Local
	New Host Site (proposed)	8,599	Cash	Other
Total Source of Funds		175,299		

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	Giese Sheet Metal for the Fire Headquarters HVAC Replacement Project; Jim Giese Commercial Roofing for the Fire Station 6 Roof Replacement Project.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 25_08_08 Fire Station Headquarters HVAC Proejct
2. 25_08_08 Fire Station 6 Roof Replacement Project

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

FIRE HEADQUARTERS HVAC REPLACEMENT PROJECT

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 14th day of July, 2025 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Giese Sheet Metal (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 FIRE HEADQUARTERS HVAC REPLACEMENT PROJECT (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - b. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - c. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - ~~7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.~~
 - ~~8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.~~
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings – Sheet No. ____ through No. ____ (00 pages) or drawings consisting of sheets bearing the following general title:
 12. Addenda (numbers 1 to 2 , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).

16. Construction Schedule and Agreed Cost of Delay (Section 00800).
17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 00000 - 00000).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00470/00471)
 - ii. _____
 - iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Three percent (3%) 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. The Contractor shall also be liable to the City for any damage to the City or to City property arising out of or related to the Contractor's negligent performance of this Contract.
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 and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, and related labor requirements and regulations and the Federal Wage Determination for this Project.

- C. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).
- D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

CONSENT DECREE RELATING TO THE PROJECT

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's

performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City

must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Giese Sheet Metal Co., Inc.

Contractor

By:

Signature

Matt Giese

Printed Name

President

Title

7/15/25

Date

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 451,500.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: Michael Van Milligen
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
8/8/2025
Date

CONTRACTOR:

Giese Sheet Metal Co., Inc.
Contractor
By: Matt Giese
Signature
Matt Giese
Printed Name
President
Title
7/15/25
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Giese Sheet Metal Co. Inc., as Principal (hereinafter the "Contractor" or "Principal") and Old Republic Surety 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 Four hundred fifty-one thousand, five hundred dollars and zero cents (\$451,500.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 14th day of July, 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 FIRE HEADQUARTERS HVAC REPLACEMENT PROJECT detail the following described improvements:

The scope of the Project is as follows: 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.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given,

including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of **two (2) year(s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract.
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase.
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted

meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No.

Witness our hands, in triplicate, this 16th day of July, 2025.

SURETY COUNTERSIGNED BY:

[Signature]
Signature of Agent

Kevin Meyers
Printed Name of Agent

401 Data Court

Dubuque, IA 52003
Company Address

563-557-6519
City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Giese Sheet Metal Co.

[Signature]
Contractor

By: [Signature]
Signature

THOMAS GIESE
Printed Name

Title

FORM APPROVED BY:

[Signature]
Representative for Owner

SURETY:

Old Republic Surety Company

Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Tammy J. Feller
Printed Name of Attorney-in-Fact Officer

Kunkel & Associates, Inc.

Company Name

401 Data Court

Company Address

Dubuque, IA 52003

City, State, Zip Code

563-585-2310

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHERYL L. GREGORY, TAMMY J. FELLER, JOSEPH J. MURRAY, OF DUBUQUE, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of OCTOBER, 2024.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 21ST day of OCTOBER, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5643



Signed and sealed at the City of Brookfield, WI this 11th day of July, 2025

Karen J. Haffner

Assistant Secretary

KUNKEL & ASSOCIATES, INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2025

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 Cottingham & Butler 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C. No. Ext): 563-587-5000 FAX (A/C. No): 563-583-7339 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Mutual Insurance Company INSURER B: BrickStreet Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Giese Sheet Metal Co. Inc. 2125 Kerper Blvd. Dubuque IA 52001	NAIC # 15377 12372

COVERAGES**CERTIFICATE NUMBER:** 1117666048**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:			CPP 1359472 01	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP 1357956 01	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UMB 1059457 02	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WCP7009193	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: 2025 Fire Headquarters HVAC Replacement Project
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 are additional insured on the General Liability policy including ongoing and completed operations and on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The General Liability policy has been endorsed to include Governmental Immunities for the City of Dubuque subject to terms and conditions of the policy. The General Liability, Auto Liability and Workers Compensation policies include a waiver of subrogation in favor of the certificate holder per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The Umbrella or Excess policy is follow form subject to all terms and conditions of the policy. A 30-day notice of cancellation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Dubuque
Engineering Department
50. W. 13th Street
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.

GOVERNMENTAL ENTITY AS ADDITIONAL INSURED – IOWA

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Municipality:	CITY OF DUBUQUE 50 W 13TH ST
Mailing Address:	DUBUQUE IA 52001

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following provisions are added to the coverage part as listed above:

A. ADDITIONAL INSURED PROVISION

The Municipality shown in the schedule, 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, are included as Additional Insureds with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule. This coverage shall be primary to other insurance naming the Additional Insured as a Named Insured, and will not seek contribution from any other insurance or similar protection naming the Additional Insured as a Named Insured, whether other available coverage is primary, contributing or excess.

B. GOVERNMENTAL IMMUNITIES PROVISION

- 1. Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them 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 insurance carrier 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.

- 3. Assertion of Governmental Immunity.** The municipality shown in the Schedule 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 insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.
- 4. Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule 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 municipality.
- 5. No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

C. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

PUBLIC IMPROVEMENT CONTRACT**SECTION 00500****FIRE STATION 6 ROOF REPLACEMENT PROJECT**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 14TH day of July, 2025 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Jim Giese Commercial Roofing (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 Fire Station 6 Roof Replacement Project (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - b. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - c. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No. ____ through No. ____ (00 pages) or drawings consisting of sheets bearing the following general title:

 12. Addenda (numbers __ to __ , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).

17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 01100 - 00000).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00470/00471)
 - ii. _____
 - iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor shall also be liable to the City for any damage to the City or to City property arising out of or related to the Contractor's negligent performance of this Contract.
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 and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, and related labor requirements and regulations and the Federal Wage Determination for this Project.~~

- C. ~~Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).~~
- D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

CONSENT DECREE RELATING TO THE PROJECT

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other

information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Jim Giese Commercial Roofing
Contractor
By: N/A Paul Giese
Signature
Dan Giese
Printed Name
President
Title
7/22/2025
Date

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 81,180.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: Michael Van Milligen
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
8/11/25
Date

CONTRACTOR:

Jim Giese Commercial Roofing, Inc.
Contractor
By: Dan Giese
Signature
Dan Giese
Printed Name
President
Title
7/22/2025
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00600****KNOW ALL BY THESE PRESENTS:**

That we, Jim Giese Commercial Roofing, as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), 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 Eighty-one thousand, one hundred eighty dollars and zero cents (\$81,180.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 14th day of July, 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 Fire Station 6 Roof Replacement Project detail the following described improvements:

The Fire Station 6 Roof Replacement Project will provide for the replacement of existing rubber roof, coping, gutter and downspout with new roofing system, copings, gutter, and downspout. Add new roof hatch and access ladder.

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 for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been

established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its

generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, in triplicate, this 22nd day of July, 2025.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Jim Giese Commercial Roofing
Contractor

By: *Dan Giese*
Signature

Dan Giese
Printed Name

Title

FORM APPROVED BY:

Michael Van Alstine
Representative for Owner

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: *Kim Hess*
Signature Attorney-in-Fact Officer

Kim Hess
Printed Name of Attorney-in-Fact Officer

Tricor
Company Name

600 Star Brewery Dr Ste 110
Company Address

Dubuque, IA 52001
City, State, Zip Code

563-556-5441
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kim Hess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of July, 2025.



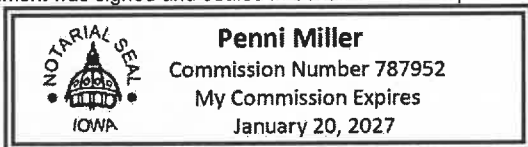
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of July, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

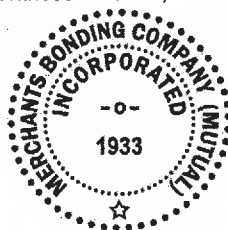


(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of July, 2025.



Secretary

POA 0018 (5/25)

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Jefferson Park Retaining Wall Replacement Project Acceptance
SUMMARY:	City Manager recommending City Council adoption of the attached resolution to accept the Jefferson Park Retaining Wall Replacement Project and authorize the payment of the contract amount of \$234,051.77 to Eastern Iowa Excavating and Concrete, LLC. RESOLUTION Accepting The Jefferson Park Retaining Wall Replacement Project And Authorizing The Payment Of The Contract Amount To The Contractor
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Resolution 4. Engineer Completion Letter

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

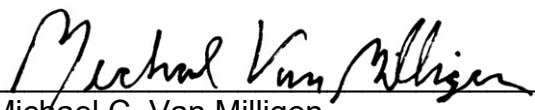
SUBJECT: Jefferson Park Retaining Wall Replacement Project Acceptance

DATE: August 12, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council adoption of the attached resolution to accept the Jefferson Park Retaining Wall Replacement Project and authorize the payment of the contract amount of \$234,051.77 to Eastern Iowa Excavating and Concrete, LLC.

The Jefferson Park Retaining Wall Replacement Project was completed by Eastern Iowa Excavating and Concrete, LLC in the final contract amount of \$234,051.77. The original contract amount was \$201,331.40. The increase in cost of \$32,720.37 is due to change orders related to repairing storm water intake and catch basin, park signage, additional chain link fencing, and construction materials testing. WHKS is recommending acceptance of 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
Stephen Fehsal, Interim Parks and Recreation Director
Jennifer Larson, Chief Financial Officer
Marie Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Stephen J. Fehsal, Interim Parks and Recreation Director
SUBJECT: Jefferson Park Retaining Wall Replacement Project Acceptance
DATE: August 12, 2025

INTRODUCTION

The purpose of this memorandum is to recommend that the City Council accept the Jefferson Park Retaining Wall Replacement Project and approve the attached resolution.

BACKGROUND

This project involved the reconstruction of the existing retaining wall at Jefferson Park. Additionally, the project included 92 SY of PCC concrete sidewalk and 69 feet of concrete steps. The project had two alternates. Alternate 1 was for a plain faced PCC concrete retaining wall. Alternate 2 was for a PCC concrete retaining wall that has a textured face using a form liner. The pattern of the face is to simulate large limestone block a minimum 12 inches high. Alternate 1 was chosen for this project.

DISCUSSION

The Jefferson Park Retaining Wall Replacement Project was completed by Eastern Iowa Excavating and Concrete, LLC of Cascade, Iowa in the final contract amount of \$234,051.77. The original contract amount was \$201,331.40. The increase in cost of \$32,720.37 is due to change orders related to repairing storm water intake and catch basin, park signage, additional chain link fencing, and construction materials testing. WHKS is recommending acceptance of the project.

RECOMMENDATION

I recommend that the City Council accept the Jefferson Park Retaining Wall Replacement Project and authorize the payment of the contract amount of \$234,051.77 to Eastern Iowa Excavating and Concrete, LLC based on the facts above.

BUDGET IMPACT

The summary of project costs for the Jefferson Park Retaining Wall Replacement Project is as follows:

	<u>Award</u>	<u>Final</u>
Construction Contract	\$201,331.40	\$234,051.77

The project funding summary is as follows:

<u>Project No.</u>	<u>Fund Description</u>	<u>Fund Amount</u>
3043000030-100	Jefferson Park Retaining Wall	\$280,994

ACTION STEP

I respectfully request City Council adoption of the attached resolution to accept the Jefferson Park Retaining Wall Replacement Project and authorize the payment of the contract amount of \$234,051.77 to Eastern Iowa Excavating and Concrete, LLC.

cc: Jennifer Larson, Chief Financial Officer
Marie Ware, Acting Project and Facilities Manager

RESOLUTION NO. ____-25

**ACCEPTING THE JEFFERSON PARK RETAINING WALL REPLACEMENT PROJECT
AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE
CONTRACTOR**

WHEREAS, the Public Improvement Contract for the Jefferson Park Retaining Wall Replacement Project (the Project) has been completed by the contractor, Eastern Iowa Excavating and Concrete, LLC. (Contractor) and WHKS has examined the work and filed a certificate stating that the Project has been completed according to the terms of the Public Improvement Contract and that WHKS recommends that the Project be accepted;

WHEREAS, the final contract amount for the Project is \$234,051.77;

WHEREAS, the contractor has previously been paid \$222,349.18, leaving a balance of \$11,702.59; and

WHEREAS, the City Council finds that the recommendation of WHKS should be accepted.

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

Section 1. The recommendation of WHKS is approved, and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of \$11,702.59 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC City Clerk

801 Bluff Street, Suite 2C
Dubuque, IA 52001
Phone: 563.239.9400
Email: eastdub@whks.com
Website: www.whks.com



August 4, 2025

Mr. Steve Fehsal
Interim Parks and Recreation Director
City of Dubuque Leisure Services
2200 Bunker Hill Road
Dubuque, IA 52001

RE: Dubuque, Iowa
Jefferson Park Retaining Wall Replacement Project
Letter Recommending Project Acceptance

Dear Mr. Fehsal:

Eastern Iowa Concrete and Excavating has completed construction of the Jefferson Park Retaining Wall Replacement project at a total cost of \$234,051.77. The project included 5 change orders that added an additional \$32,720.37 to the original bid amount of \$201,331.40. The improvements were constructed in substantial compliance with the contract documents and authorized extra work.

WHKS recommends that the City of Dubuque accept the construction project as complete. Once the City accepts the project as complete, final payment can be made to Eastern Iowa Concrete and Excavating, after waiting a minimum of thirty days. The two-year maintenance bond on this project will start with the City's acceptance of the project.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "K. Podstawa", with a stylized flourish at the end.

Kevin M. Podstawa, P.E.
Project Manager

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Zoning Advisory Commission Cross Representation Recommendation
SUMMARY:	Zoning Advisory Commission requesting City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Commission of Rich Russell with a term expiration date of July 1, 2027 and Pat Norton with a term expiration date of July 1, 2028.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. ZAC Appointment to Airport ZAC
	2. UDC 16-9-1

August 12, 2025

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

SUBJECT: Appointment to Airport Zoning Advisory Commission

Dear Mayor and City Council Members:

Per City Code 16-9-1(E)(3b) the Zoning Advisory Commission is required to have two of its members appointed to the Airport Zoning Advisory Commission. At the July 2, 2025 Zoning Advisory Commission meeting, the Commission recommended appointing Commission Members Rich Russell and Pat Norton to fill the terms of the Airport Zoning Advisory Commission. Rich Russell's term will expire 7-1-27 and Pat Norton's term will expire 7-1-28.

Thank you for your consideration in this matter.

Sincerely,



Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachment

cc: Zoning Advisory Commission

16-9-1: ZONING ADVISORY COMMISSION:

- A. Commission Created: There is hereby created the zoning advisory commission.
- B. Purpose: The purpose of the commission is to make recommendations to the city council on applications for rezoning, subdivision plat approval, and text amendments to the zoning ordinance; to receive input from applicants, neighboring property owners, citizens, and city staff; to review applications in terms of their impact on the neighborhood, community, environment, and the city's utilities and transportation systems; and to forward to the city council the commission's recommendations with the assistance of planning services staff.
- C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.
- E. Membership:
1. Number Of Commissioners: The commission comprises seven (7) residents of the city, appointed by the city council.
 2. Qualifications:
 - a. Members must be qualified by knowledge, experience, and ability to act in matters pertaining to short range planning and zoning, none of whom hold an elective position in the city.
 - b. Two (2) members of the zoning advisory commission must be selected by the city council to serve on the airport zoning advisory commission.
- F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission or at the city clerk's office any time prior to the first meeting of the commission.
- G. Terms: The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning advisory commission must coincide with their terms on the Airport Zoning Advisory Commission.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The Commissioners must choose annually a Chairperson and Vice Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 43-15, 7-6-2015)
- J. Meetings:
1. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.
 2. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
 3. Attendance:
 - a. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the

commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

4. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

5. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget.

L. Removal: The City Council may remove any Commissioner for cause upon written charges and after a public hearing.

M. Powers: The commission has the following powers, duties, and responsibilities:

1. To prepare and recommend a zoning ordinance to exercise the powers conferred by State law. Such zoning ordinance must include the boundaries of the various zoning districts; the height, number of stories, and size of buildings and other structures in each district; the percentage of ground that may be occupied; setback requirements; the size of yards, courts, and other open space; the density of population; the location and use of buildings, structures, and land for trade, industry, commercial, residential, or other purposes; and such regulations and restrictions necessary to enforce such zoning provisions. To this end the commission must prepare a preliminary zoning ordinance and hold public hearings thereon and after such hearings have been held, and submit a final zoning ordinance and its recommendations to the City Council;

2. To recommend to the City Council, from time to time, as conditions require, amendments, supplements, changes, or modifications to the zoning ordinance but only after a public hearing;

3. To make such surveys, studies, maps, plans, or plats of the whole or any portion of the City and of any land outside thereof, which in the opinion of the commission are consistent with the comprehensive plan and are necessary to carry out the purposes of the commission;

4. To make recommendations to the City Council upon plans, plats, or replats of subdivisions or resubdivisions within the City which show streets, alleys, or other portions of the same intended to be dedicated for public use;

5. To make recommendations to the Long Range Planning Advisory Commission on the preparation and maintenance of the comprehensive plan;

6. To fulfill those duties and responsibilities assigned to a City Planning Commission in State law; and

7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.

N. Waiver From Site Design Standards: The commission has the power to grant such waivers from the site design standards of this Code, as may be reasonable and within the general purpose and intent of the site plan review and approval provisions of this Code if the literal enforcement of one or more provisions of this Code is impracticable or will exact an undue hardship because of peculiar conditions pertaining to the land in question. The affirmative vote of at least four (4) Commissioners shall be necessary to grant a waiver. The waiver may be granted subject to such conditions as the commission may establish to ensure the general purpose and intent of the provisions of this Code are

followed. At the commission meeting, the applicant and all other interested parties must be presented a reasonable opportunity to present their views. Decisions of the commission may be appealed to the Zoning Board of Adjustment in the same manner as appeals from a decision of an Administrative Officer. (Ord. 43-15, 7-6-2015; amd. Ord. 48-16, 9-19-2016; Ord. 2-19, 1-22-2019; Ord. 40-24, 6-17-2024)

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	Zoning Board of Adjustment Cross Representation Recommendation
SUMMARY:	Zoning Board of Adjustment requesting City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Board of Adjustment of Rena Stierman with a term expiration date of March 25, 2027 and Matt Mauss with a term expiration date of March 25, 2028.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. ZBA Appointment to Airport ZBA
	2. UDC 16-8-1

August 12, 2025

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

SUBJECT: Appointment to Airport Zoning Board of Adjustment

Dear Mayor and City Council Members:

The Zoning Board of Adjustment is required to have two of its members appointed to the Airport Zoning Board of Adjustment per City Code 16-8-1(E). At the April 24, 2025 Zoning Board of Adjustment meeting, the Commission recommended appointing Rena Stierman and Matt Mauss to fill the terms on the Airport Zoning Board of Adjustment. Rena Stierman's term will expire on 3-25-27 and Matt Mauss on 3-25-28

Thank you for your consideration in this matter and appointing Rena Stierman and Matt Mauss to the Airport Zoning Board of Adjustment.

Sincerely,


Jonathan McCoy, Chairperson

Attachment

cc: Zoning Board of Adjustment

16-8-1: ZONING BOARD OF ADJUSTMENT:

- A. Board Created: There is hereby created the zoning board of adjustment.
- B. Purpose: The purpose of the board is to review applications regarding criteria for granting of special exceptions, conditional use permits, or variances; to decide citizens' appeals of orders, requirements, decisions, or determinations made by planning services staff; and to hear cases given by applicants and decide whether the request should be granted based on the criteria set forth in the zoning ordinance.
- C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.
- E. Membership:
1. The board comprises five (5) residents of the city, appointed by the city council.
 2. Two (2) members from the board must be selected by the city council as cross representatives to the airport zoning board of adjustment.
 3. A majority of the members of the board must be persons representing the public at large and must not be involved in the business of purchasing or selling real estate.
- F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the city clerk's office any time prior to the first meeting of the board.
- G. Terms: The term of office for members of the board is five (5) years or until such member's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning board of adjustment must serve a term on the airport zoning board of adjustment which coincides with their terms on the zoning board of adjustment.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The board must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
1. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the members.
 2. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
 3. Attendance:
 - a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the chairperson, such absence will be grounds for the board to recommend to the city council that the position be declared vacant and a replacement appointed.
 - b. Attendance must be entered upon the minutes of all meetings.

4. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board, or by the next regularly scheduled city council meeting, whichever is later.

5. Quorum: The concurring vote of three (3) members of the board is necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

L. Removal: The city council may remove any member for cause upon written charges and after a public hearing.

M. Powers: The board has the following powers, duties, and responsibilities:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Iowa Code chapter 414, as such may be amended from time to time, or any ordinance adopted pursuant thereto.

2. To hear and decide special exceptions to the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

3. To hear and decide conditional use permits under the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

4. To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance must be observed and substantial justice done.

In exercising the above mentioned powers such board may, in conformity with the provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. (Ord. 53-15, 8-17-2015; amd. Ord. 47-16, 9-19-2016; Ord. 41-24, 6-17-2024)

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE:	Letter of Support for Certifying the Greater Dubuque Housing Trust Fund
SUMMARY:	A letter of support is provided from Mayor Brad Cavanagh to the Iowa Finance Authority Board of Directors in support of the transition of governance for the Local Housing Trust Fund serving the City of Dubuque from the City to the new nonprofit, Greater Dubuque Housing Trust Fund.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. IFA - GDHTF Jurisdictional Acknowledgement

TO: Iowa Finance Authority Board of Directors

FROM: Brad Cavanagh, Mayor

SUBJECT: Jurisdictional Support for Certifying the Greater Dubuque Housing Trust Fund

DATE: July 30, 2025

The City of Dubuque established a Local Housing Trust Fund (LHTF) over 30 years ago to address affordable housing and meet the needs of the city's low- and moderate-income residents. The primary role of the Local Housing Trust Fund has been to increase affordable housing, assist first-time homebuyers with down payments and closing costs, rehabilitate affordable housing, and invest in neighborhood revitalization.

Although the City of Dubuque Local Housing Trust Fund has been in existence for several decades, the structure of the LHTF does not fit within IFA's current certification requirements.

The City acknowledges that it is best practice for LHTFs to be a certified nonprofit entity and must have a standalone Board of Directors that makes funding decisions. This Board must be comprised of no more than 50% of individuals from local government/public officials. The current governance structure does not align with this, so the City approached community partners to discuss transitioning the governance structure to a nonprofit in September 2024.

One of the greatest benefits LHTFs bring to their communities is the ability to fundraise as a nonprofit entity, and to leverage multiple funding sources to address affordable housing issues in their communities. With the current governance structure under the City of Dubuque, it creates complexities with fundraising and potentially limits the impact of the LHTF.

In partnership with the Community Foundation of Greater Dubuque, the Greater Dubuque Housing Trust Fund (GDHTF) was created, and two members of the City's Local Housing Trust Fund Advisory Committee are on the Board of Directors of this new nonprofit. While the GDHTF applies for their charitable organization status through the IRS, the City of Dubuque will remain the grantee for LHTF funds..

Staff from the City of Dubuque's Housing Department have managed the IFA LHTF grants for many years, investing millions of dollars into housing creation and stabilization. To continue operations and spend the IFA grants in a timely manner, the GDHTF and City of Dubuque have proposed to enter a Contract for Services. Housing staff will continue to operate programs funded through LHTF dollars, although the grantee will now be the GDHTF.

The City of Dubuque fully supports the transition of governance for the Local Housing Trust Fund serving the city of Dubuque from the City to the new nonprofit, Greater Dubuque Housing Trust Fund.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Brad Cavanagh', is written over a horizontal line.

Brad Cavanagh
Mayor

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Request for City Council Ratification of the First Amendment to the Dubuque Police Protective Association July 1, 2024 CBA
SUMMARY:	City Manager recommending City Council ratify the First Amendment to the Dubuque Police Protective Association July 1, 2024 Collective Bargaining Agreement.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 7-31-25 Memo to MVM re Request for Execution of First Amendment to DPPA (Police 7-1-24 CBA (Transfer Incentive)
3. First Amendment to 7-1-2024 DPPA CBA (partially executed) New Article for Lateral Transfers
4. Proposed First Amendment to DPPA (Police) 2024 contract effective 7-1-2025 (unexecuted) - 7-31-25 REDLINE

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Ratification of the First Amendment to the Dubuque Police Protective Association July 1, 2024 CBA

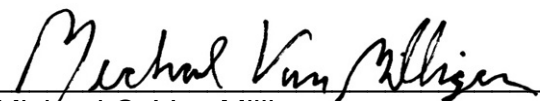
DATE: July 30, 2025

Chief of Human Resources Shelley Stickfort is recommending City Council ratify the First Amendment to the Dubuque Police Protective Association July 1, 2024 Collective Bargaining Agreement.

To add potentially new candidate pools for the recruitment of qualified police officers and to incentivize certified peace officers to apply for the Dubuque Police Department the following First Amendment to the July 1, 2024 DPPA (Police) collective bargaining agreement (CBA) has been proposed by the parties and ratified by the DPPA/Union.

This First Amendment adds a new article titled "Lateral Transfer Incentive" to the July 1, 2024 CBA. It provides a mechanism for peace officers from other jurisdictions who possess certification from police academies and who have work experience in good standing as police/peace officers to apply for and, if qualified, to begin work at the City of Dubuque Police Department at pay steps other than the starting step and a means for progression through wage steps to retain "transferring" officers performing satisfactory work.

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
Shelley Stickfort, Chief Human Resources Officer

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Chief Human Resources Officer

DATE: July 31, 2025

RE: Request for City Council Ratification of the First Amendment to the Dubuque Police Protective Association July 1, 2024 CBA

To add potentially new candidate pools for the recruitment of qualified police officers and to incentivize certified peace officers to apply for the Dubuque Police Department the following First Amendment to the July 1, 2024 DPPA (Police) collective bargaining agreement (CBA) has been proposed by the parties and ratified by the DPPA/Union.

This First Amendment adds a new article titled “Lateral Transfer Incentive” to the July 1, 2024 CBA. It provides a mechanism for peace officers from other jurisdictions who possess certification from police academies and who have work experience in good standing as police/peace officers to apply for and, if qualified, to begin work at the City of Dubuque Police Department at pay steps other than the starting step and a means for progression through wage steps to retain “transferring” officers performing satisfactory work.

If ratified, this First Amendment becomes effective August 19, 2025.

I respectfully request your support for this recommendation that the Dubuque City Council votes to ratify this First Amendment to the July 1, 2024 DPPA (Police) CBA.

Attachments: Partially executed First Amendment
Redline Version of First Amendment (New Article, so not a change to an existing article)

**FIRST AMENDMENT
TO
AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE POLICE PROTECTIVE ASSOCIATION
July 1, 2024 – June 30, 2029**

This First Amendment to Agreement, dated for reference purposes the 19th day of August, 2025, is made and entered into between the Dubuque Police Protective Association ("Union") and the City of Dubuque, a municipal corporation ("City").

The parties agree as follows:

Section 1. Effective August 19, 2025, New Article **LATERAL TRANSFER INCENTIVE** of the Agreement is added to incentivize certified peace officers to apply for the Dubuque Police Department.

Section 1: Level 1 Qualifications

Upon hire of a full-time peace officer from another jurisdiction who possesses an Iowa Law Enforcement Academy certification or a certification from an academy accepted by the Iowa Law Enforcement Academy, their entry pay will be calculated at the pay step listed in this Agreement with credit given for each full year of prior law enforcement experience in a full-time, certified law enforcement officer position. The lateral transfer will then progress through the remaining steps of the salary schedule in accordance with this Agreement and the schedule referenced immediately below this paragraph. Step progression after Step 2 will occur annually on the anniversary of the employee's date of hire with the Dubuque Police Department. Employees shall only be eligible for the incentives described in this Section if they separated from their previous law enforcement agency in good standing.

- Step 2: 6 months of service
- Step 3: 1.5 years of service
- Step 4: 2.5 years of service
- Step 5: 3.5 years of service
- Step 6: 4.5 years of service
- Step 7: 5.5 years of service
- Step 8: 6.5 years of service
- Step 9: 7.5 years of service
- Step 10: 8.5 years of service
- Step 11: 9.5 years of service

Section 2: Level 2 Qualifications

Upon hire of a full-time peace officer with a certification from an academy not accepted by the Iowa Law Enforcement Academy or an individual having previously been employed as a certified, full-time peace officer within five years of the date of hire, entry pay will start at Step 1 of this Agreement. Upon obtaining Iowa Law Enforcement Academy certification and completion of the DPD Field Training program, credit will be given for each full year of prior law enforcement experience in a full-time, certified law enforcement officer position, and the officer's rate of pay will be calculated at the pay step which corresponds to the officer's total years of full-time, law enforcement experience. Progression through the remaining steps of the salary schedule will be in accordance with this Agreement. Step progression after Step 2 will occur annually on the anniversary of the employee's most recent date of hire with the Dubuque Police Department. Employees with previous experience as a full-time, certified law enforcement officer with a lapse in service of more than five years may be awarded this benefit at the discretion of the Chief of Police. Employees shall only be eligible for the incentives described in this Section if they separated from their previous law enforcement agency in good standing.

- Step 1: Entry
- Step 2: 6 months of service
- Step 3: 1.5 years of service
- Step 4: 2.5 years of service
- Step 5: 3.5 years of service
- Step 6: 4.5 years of service
- Step 7: 5.5 years of service
- Step 8: 6.5 years of service
- Step 9: 7.5 years of service
- Step 10: 8.5 years of service
- Step 11: 9.5 years of service

Section 3: Additional Benefits

Employees meeting Level 1 or Level 2 Qualifications with at least one (1) full year of law enforcement experience in a full-time, certified law enforcement officer position prior to their hire date with the Dubuque Police Department will be provided with 40 (forty) hours of vacation leave and 40 (forty) hours of sick leave after successful completion of the Dubuque Police Department's FTO program. Employees shall only be eligible for the incentives described in this Section if they separated from their previous law enforcement agency in good standing.

For purposes of seniority and computing eligibility for all other benefits, an employee's length of continuous service shall relate to the employee's most recent date of employment in a full-time position with the Dubuque Police Department.

Section 2. Each person signing this First Amendment on behalf of a party represents and warrants that they have the requisite power and authority to enter into, execute, and

deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

Section 3. This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa as of the date first above written.

CITY OF DUBUQUE, IOWA

**DUBUQUE POLICE PROTECTIVE
ASSOCIATION**

By: _____
Brad M. Cavanaugh, Mayor

By: _____
Kurt Rosenthal, President

ATTEST: _____
Adrienne Breitfelder, City Clerk

PROPOSED
FIRST AMENDMENT
TO
AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE POLICE PROTECTIVE ASSOCIATION
July 1, 2024 – June 30, 2029

This First Amendment to Agreement, dated for reference purposes the ~~22nd~~ 19th day of ~~August~~ July, 2025, is made and entered into between the Dubuque Police Protective Association ("Union") and the City of Dubuque, a municipal corporation ("City").

The parties agree as follows:

Section 1. Effective ~~July 22~~ August 19, 2025, New Article **LATERAL TRANSFER INCENTIVE** of the Agreement is added to incentivize certified peace officers to apply for the Dubuque Police Department.

Section 1: Level 1 Qualifications

Upon hire of a full-time peace officer from another jurisdiction who possesses an Iowa Law Enforcement Academy certification or a certification from an academy accepted by the Iowa Law Enforcement Academy, their entry pay will be calculated at the pay step listed in this Agreement with credit given for each full year of prior law enforcement experience in a full-time, certified law enforcement officer position. The lateral transfer will then progress through the remaining steps of the salary schedule in accordance with this Agreement and the schedule referenced immediately below this paragraph.— Step progression after Step 2 will occur annually, subject to satisfactory work performance, on the anniversary of the employee's date of hire with the Dubuque Police Department. Employees shall only be eligible for the incentives described in this Section if they separated from their previous law enforcement agency in good standing.

- Step 2: 6 months of service
- Step 3: 1.5 years of service
- Step 4: 2.5 years of service
- Step 5: 3.5 years of service
- Step 6: 4.5 years of service
- Step 7: 5.5 years of service
- Step 8: 6.5 years of service
- Step 9: 7.5 years of service
- Step 10: 8.5 years of service
- Step 11: 9.5 years of service

Section 2: Level 2 Qualifications

Upon hire of a full-time peace officer with a certification from an academy not accepted by the Iowa Law Enforcement Academy or an individual having previously been employed as a certified, full-time peace officer within five years of the date of hire, entry pay will start at Step 1 of this Agreement. Upon obtaining Iowa Law Enforcement Academy certification and completion of the DPD Field Training program, credit will be given for each full year of prior law enforcement experience in a full-time, certified law enforcement officer position, and the officer's rate of pay will be calculated at the pay step which corresponds to the officer's total years of full-time, law enforcement experience. Progression through the remaining steps of the salary schedule will be in accordance with this Agreement. Step progression after Step 2 will occur annually on the anniversary of the employee's most recent date of hire with the Dubuque Police Department. Employees with previous experience as a full-time, certified law enforcement officer with a lapse in service of more than five years may be awarded this benefit at the discretion of the Chief of Police. Employees shall only be eligible for the incentives described in this Section if they separated from their previous law enforcement agency in good standing.

- Step 1: Entry
- Step 2: 6 months of service
- Step 3: 1.5 years of service
- Step 4: 2.5 years of service
- Step 5: 3.5 years of service
- Step 6: 4.5 years of service
- Step 7: 5.5 years of service
- Step 8: 6.5 years of service
- Step 9: 7.5 years of service
- Step 10: 8.5 years of service
- Step 11: 9.5 years of service

Section 3: Additional Benefits

Employees meeting Level 1 or Level 2 Qualifications with at least one (1) full year of law enforcement experience in a full-time, certified law enforcement officer position prior to their hire date with the Dubuque Police Department will be provided with 40 (forty) hours of vacation leave and 40 (forty) hours of sick leave after successful completion of the Dubuque Police Department's FTO program. Employees shall only be eligible for the incentives described in this Section if they separated from their previous law enforcement agency in good standing.

For purposes of seniority and computing eligibility for all other benefits, an employee's length of continuous service shall relate to the employee's most recent date of employment in a full-time position with the Dubuque Police Department.

Section 2. Each person signing this First Amendment on behalf of a party represents

and warrants that they have the requisite power and authority to enter into, execute, and deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

Section 3. This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa as of the date first above written.

CITY OF DUBUQUE, IOWA

**DUBUQUE POLICE PROTECTIVE
ASSOCIATION**

By: _____
Brad M. Cavanaugh, Mayor

By: _____
Kurt Rosenthal, President

ATTEST: _____
Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Civil Service Commission - Certified List for Police Officer
SUMMARY:	Civil Service Commission submitting the certified list for the position of Police Officer.
SUGGESTED DISPOSITION:	Receive and File; Make Matter of Record
ATTACHMENTS:	
	1. Certified List



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

August 13, 2025

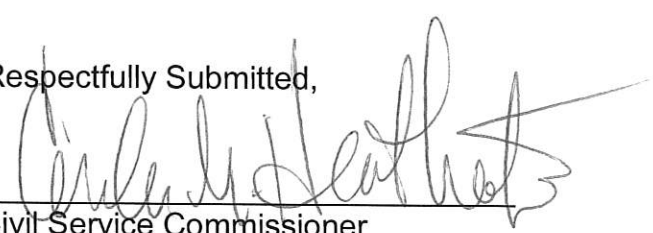
Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Officer was administered on August 2, 2025. We, The Civil Service Commission, hereby certify that the individuals listed below have passed the written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2026.

POLICE OFFICER

1. Wyatt Sharkey
2. Stephanie Sanders
3. Carlo Dannenfelser
4. Nabih Maady
5. Tyler McDonald
6. Jensen Block
7. Jace Fassbinder
8. Cody Stinson
9. Steven Jonas – Transfer Score
10. Brody Kremer – Transfer Score
11. Lou Martinez
12. Yesscencia Cueller VanNatta

Respectfully Submitted,


Civil Service Commissioner

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

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. PD Staff Memo 3. Staff Memo 4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- First Reserve, 210 West 1st St.
- Hy-Vee 1 Market Café, 3500 Dodge St. (Café Area)
- Kwik Stop #72, 2255 Kerper Blvd.
- Los Azteca's Mexican Restaurant, 2700 Dodge St.
- National Mississippi River Museum, 350 & 400 East 3rd St.
- Pete's Thai Kitchen, 609 East 22nd St.
- Southend Tap, 55 Locust St.
- The Fun Station DBQ, 555 JFK Rd. Ste 400
- Tri-State Blind Society Inc, 1068 Cedar Cross Rd.
- West Dubuque Tap, 1701 Asbury Rd.

New Applications

- Kwik Star 1284, 730 Airborne Rd.

Special Event(s) per Special Event Application Submittal

- Project Rooted, 8-29-25 to 9-2-25, 15th (Between White and Jackson)
Jackson (Between 15th and 16th
- EJ's Wine Shop, 9-4-25 to 9-8-25, 10th St. (Jackson to Elm St.) and
Washington St. (9th to 11th St)

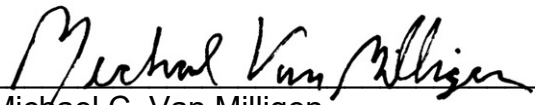
DATE: August 13, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: First Reserve, 210 West 1st St., Hy-Vee 1 Market Café, 3500 Dodge St. (Café Area), Kwik Stop #72, 2255 Kerper Blvd., Los Azteca's Mexican Restaurant, 2700 Dodge St., National Mississippi River Museum, 350 & 400 East 3rd St., Pete's Thai Kitchen, 609 East 22nd St., Southend Tap, 55 Locust St., The Fun Station DBQ, 555 JFK Rd. Ste 400, Tri-State Blind Society Inc., 1068 Cedar Cross Rd., West Dubuque Tap, 1701 Asbury Rd.

City Clerk Adrienne Breitfelder is recommending City Council approval for New Applications: Kwik Star 1284, 730 Airborne Rd.; Special Event(s) per Special Event Application Submittal: Project Rooted, 8-29-25 to 9-2-25, 15th (Between White and

Jackson) Jackson (Between 15th and 16th); EJ's Wine Shop, 9-4-25 to 9-8-25, 10th St. (Jackson to Elm St.) and Washington St. (9th to 11th St).

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: Aug 01, 2025

TO: Michael C. Van Milligan
City Manager

FR: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- First Reserve, 210 West 1st St.
- Hy-Vee 1 Market Café, 3500 Dodge St. (Café Area)
- Kwik Stop #72, 2255 Kerper Blvd.
- Los Azteca's Mexican Restaurant, 2700 Dodge St.
- National Mississippi River Museum, 350 & 400 East 3rd St.
- Pete's Thai Kitchen, 609 East 22nd St.
- Southend Tap, 55 Locust St.
- The Fun Station DBQ, 555 JFK Rd. Ste 400
- Tri-State Blind Society Inc, 1068 Cedar Cross Rd.
- West Dubuque Tap, 1701 Asbury Rd.

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

First Reserve, 210 West 1st St.

Since the last renewal date there have been 0 calls 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 violation and 0 violation against the business.

Hy-Vee 1 Market Café, 3500 Dodge St. (Café Area)

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime 0 against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Kwik Stop #72, 2255 Kerper Blvd.

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.

Los Azteca's Mexican Restaurant, 2700 Dodge St.

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 violation and 0 violations against the business.

National Mississippi River Museum, 350 & 400 East 3rd St.

Since the last renewal date there have been 0 calls 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 violation and 0 violations against the business.

Pete's Thai Kitchen, 609 East 22nd 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 violation and 0 violations against the business.

Southend Tap, 55 Locust St.

Since the last renewal date there have been 3 calls for service to the establishment. There were 2 disturbances, 3 crimes against persons, 0 crimes against property, and 0 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>
2025-003199	Assault	Arrest
2025-004696	Disturbance/Assault	Report Taken
2025-004722	Disturbance/Assault	Report Taken

The Fun Station DBQ, 555 JFK Rd. Ste 400

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Tri-State Blind Society Inc, 1068 Cedar Cross Rd.

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

West Dubuque Tap, 1701 Asbury Rd.

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

RECOMMENDATION

- Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: First Reserve, 210 West 1st St., Hy-Vee 1 Market Café, 3500 Dodge St. (Café Area), Kwik Stop #72, 2255 Kerper Blvd., Los Azteca's Mexican Restaurant, 2700 Dodge St., National Mississippi River Museum, 350 & 400 East 3rd St., Pete's Thai Kitchen, 609 East 22nd St., Southend Tap, 55 Locust St., The Fun Station DBQ, 555 JFK Rd. Ste 400, Tri-State Blind Society Inc., 1068 Cedar Cross Rd., West Dubuque Tap, 1701 Asbury Rd.

ACTION REQUESTED

- Action requested is for City Council consideration to approve the retail alcohol license. Renewals for: First Reserve, 210 West 1st St., Hy-Vee 1 Market Café, 3500 Dodge St. (Café Area), Kwik Stop #72, 2255 Kerper Blvd., Los Azteca's Mexican Restaurant, 2700 Dodge St., National Mississippi River Museum, 350 & 400 East 3rd St., Pete's Thai Kitchen, 609 East 22nd St., Southend Tap, 55 Locust St., The Fun Station DBQ, 555 JFK Rd. Ste 400, Tri-State Blind Society Inc., 1068 Cedar Cross Rd., West Dubuque Tap, 1701 Asbury Rd.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: August 13, 2025

SUBJECT: Retail Alcohol License Approvals for the following:
New Applications

- Kwik Star 1284, 730 Airborne Rd.

Special Event(s) per Special Event Application Submittal

- Project Rooted, 8-29-25 to 9-2-25, 15th (Between White and Jackson)
Jackson (Between 15th and 16th
- EJ's Wine Shop, 9-4-25 to 9-8-25, 10th St. (Jackson to Elm St.) and
Washington St. (9th to 11th St)

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	
Kwik Star 1284	730 Airborne Rd.
Renewals	
First Reserve	210 West 1 st St.
Hy-Vee 1 Market Cafe	3500 Dodge St. Cafe Area
Kwik Stop 72	2255 Kerper Blvd.
Los Aztecas Mexican Restaurant	2700 Dodge St.
National Mississippi River Museum & Aquarium	350 & 400 East 3 rd St.
Pete's Thai Kitchen	609 East 22 nd St.
Southend Tap	55 Locust St.
The Fun Station Dubuque	555 John F Kennedy Rd., Ste 400
Tri-State Independent Blind Society Inc.	1068 Cedar Cross Rd.
West Dubuque Tap	1701 Asbury Rd.
Special Event(s) per Special Event Application Submittal	
Project Rooted, 8-29-25 to 9-2-25	15 th (Between White and Jackson) Jackson (Between 15 th and 16 th)
EJ's Wine Shop 9-4 to 9-8-25	10 th St. (Jackson to Elm St.) and Washington St. (9 th to 11 th St)

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive
SUMMARY:	City Manager recommending City Council set a public hearing for September 2, 2025, for the request by Emily and Scott McGuire for the City to vacate the interest of a portion of a public utility easement across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, to accommodate a proposed residential building addition. RESOLUTION Intent To Vacate And Dispose Of City Interest In A Portion Of A Public Utility Easement Over And Across Part Of Lot 2, Block 4, Of Indian Hills, In The City Of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for September 2, 2025

ATTACHMENTS:

1. MVM Memo
2. 1 Staff Memo intent to vacate PUE mcguire 08072025
3. 2 resolution intent to vacate PUE mcguire 08072025
4. 3 mcguire easement vacate exhibit
5. 4 mcguire easement vacate utility consent forms
6. 5 Notice_of_Public_Hearing vacate PUE mcguire 08072025

TO: The Honorable Mayor and City Council Members

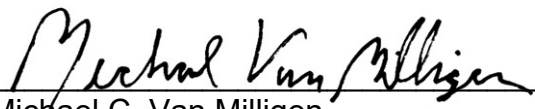
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive

DATE: August 12, 2025

City Engineer Gus Psihoyos is recommending City Council set a public hearing for September 2, 2025, for the request by Emily and Scott McGuire for the City to vacate the interest of a portion of a public utility easement across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, to accommodate a proposed residential building addition.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: August 11, 2025

SUBJECT: Setting a Public Hearing Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive

INTRODUCTION

This memorandum requests the City Council set a public hearing for September 2, 2025 to a request from Emily and Scott McGuire requesting the vacating of a portion of a public utility easement across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, to accommodate a proposed residential building addition.

BACKGROUND

The McGuire's are planning a building addition to their home at 1195 Arrowhead Drive. Currently there are existing public utilities, including Alliant, Mediacom, Lumen, and ImOn, in the area of the proposed building addition. In order to accommodate the proposed addition, the utility companies have agreed to relocate their lines around the southerly end of the proposed building addition. This relocation requires the McGuire's to grant a new public utility easement over the new utility line alignment. Last month, the McGuire's executed the new easement and it has been recorded with the Dubuque County Recorder's Office.

DISCUSSION

The next step in the process is to vacate a portion of the existing easement which is in conflict with the proposed building addition. All affected public utility easement owners have consented to the request for the vacation of the easement. Therefore, staff is recommending vacation of a portion of the public utility easement across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, as shown on the attached Exhibit A.

RECOMMENDATION

I would recommend that the public utility easement across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, as shown on the attached Exhibit A, be vacated and that a public hearing be set for the disposal of the City's interest in the subject area on September 2, 2025.

ACTION TO BE TAKEN

I respectfully request the City Council set a public hearing on September 2, 2025, on the on the disposal of the public utility easement area through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

**RESOLUTION OF INTENT TO VACATE AND DISPOSE OF CITY INTEREST
IN A PORTION OF A PUBLIC UTILITY EASEMENT OVER AND ACROSS
PART OF LOT 2, BLOCK 4, OF INDIAN HILLS, IN THE CITY OF DUBUQUE,
IOWA**

Whereas, Scott T. McGuire, as Trustee of the Scott T. McGuire Trust Agreement dated October 21, 2015; and Emily May McGuire, as Trustee of the Emily May McGuire Trust Agreement dated October 21, 2015 (the McGuires) are the current owner of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa; and

Whereas, in 1956 a public utility easement was platted over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa according to the Plat of Block 1, Block 2, Block 3, and Block 4 in Indian Hills in the City of Dubuque, Iowa recorded in Plat Book 23, Page 310, in the office of the Dubuque County Recorder; and

Whereas, the McGuire's are planning a building addition to their home on said Lot 2 and said building addition improvements lie over said utility easement; and

Whereas, the McGuire's have granted a new public utility easement to the south of the proposed building addition and have coordinated the relocation of all existing utilities from the old easement to the new easement location, and all affected utility companies have consented to the proposed relocation.

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

Section 1. That the City of Dubuque, intends to vacate and dispose of its interest in the public utility easement across a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, as shown on the attached Exhibit A.

Section 2. That any and all applicable publication and recording fees are to be paid by the McGuires.

Section 3. That a public hearing on the intent to vacate and dispose of City interest in the public utility easements across a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, is hereby set for the 2nd day of September, 2025, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate and dispose of said interest to be published in the manner as prescribed by law.

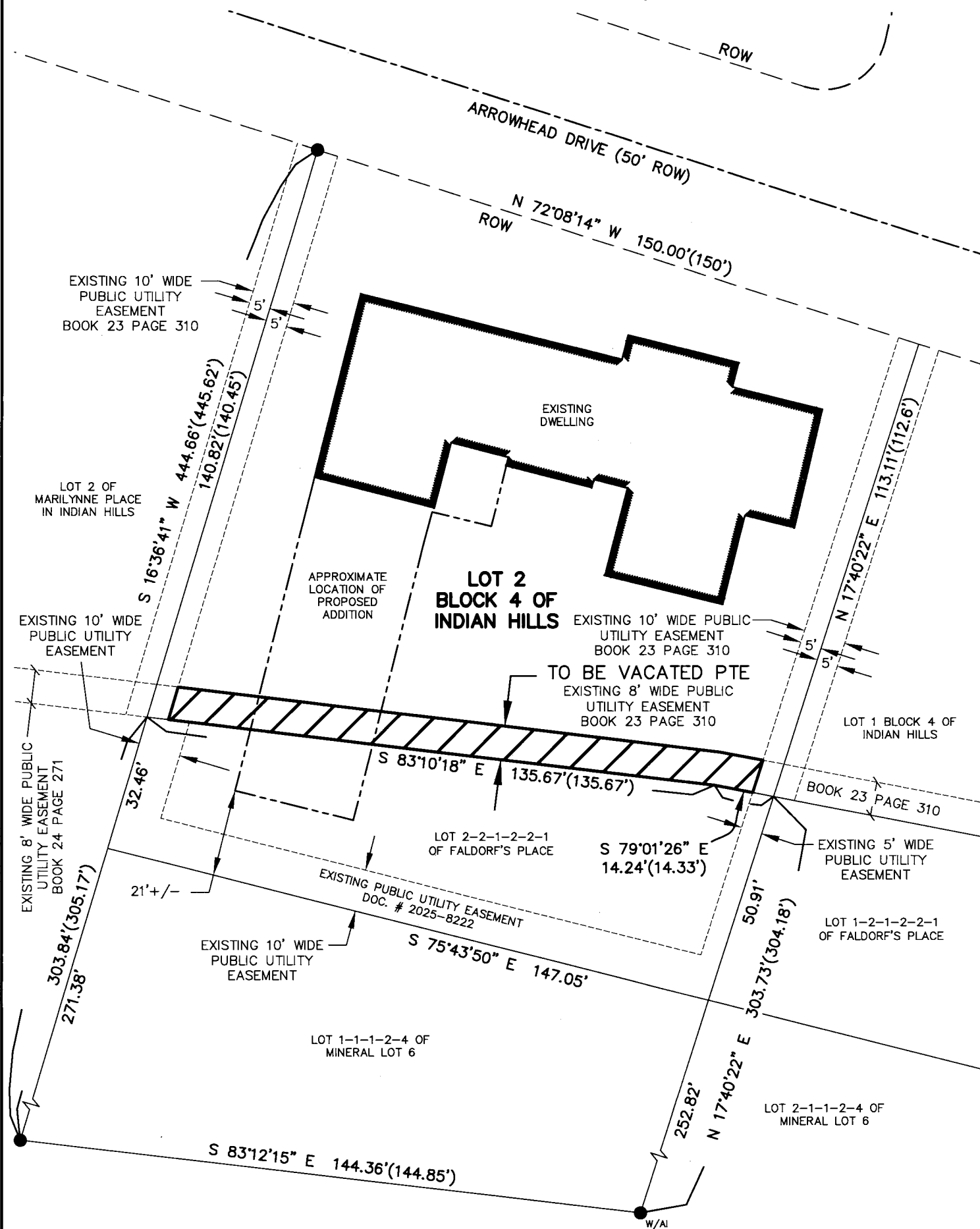
Passed, approved and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor

Attest:

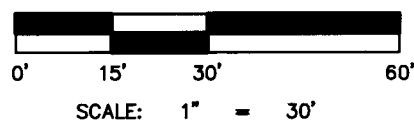
Adrienne N. Breitfelder, City Clerk

EXHIBIT "A"
VACATION OF 8' WIDE PUBLIC UTILITY EASEMENT
ACROSS LOT 2 BLOCK 4 OF INDIAN HILLS,
IN THE CITY OF DUBUQUE, IOWA



LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- PROPERTY LINE
- RIGHT OF WAY (ROW) LINE
- CENTERLINE
- EXISTING BUILDING FOOTPRINT
- PROPOSED ADDITION
- EXISTING EASEMENT LINE
- PER THIS EXHIBIT RECORD DIMENSION WITH ANGLE IRON
- PTE () W/AI



NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
3. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.
4. OWNER & PROPRIETOR OF LOT 2 BLOCK 4 OF INDIAN HILLS:
SCOTT T. MCGUIRE, AS TRUSTEE OF THE SCOTT T. MCGUIRE TRUST AGREEMENT DATED OCTOBER 21, 2015 AND EMILY MAY MCGUIRE, AS TRUSTEE OF THE EMILY MAY MCGUIRE TRUST AGREEMENT DATED OCTOBER 21, 2015, AS TENANTS IN COMMON.

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS

1212 LOCUST ST. DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH CHECKED BY: TLK
SURVEY DATE: 6/3/2025 PLOT DATE: 8/7/2025
DWG. NO. 25156-01 SCALE: 1" = 30'

SHEET 1 OF 1



Alliant Energy
200 First Street SE
P.O. Box 351
Cedar Rapids, IA 52406-0351

1-800-ALLIANT (800-255-4268)
alliantenergy.com

July 9, 2025

RE: All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

To Whom it May Concern:

We have reviewed your request to vacate the utility easement as show on the attached Exhibit "A". We have determined we have no objection to vacating the easement.

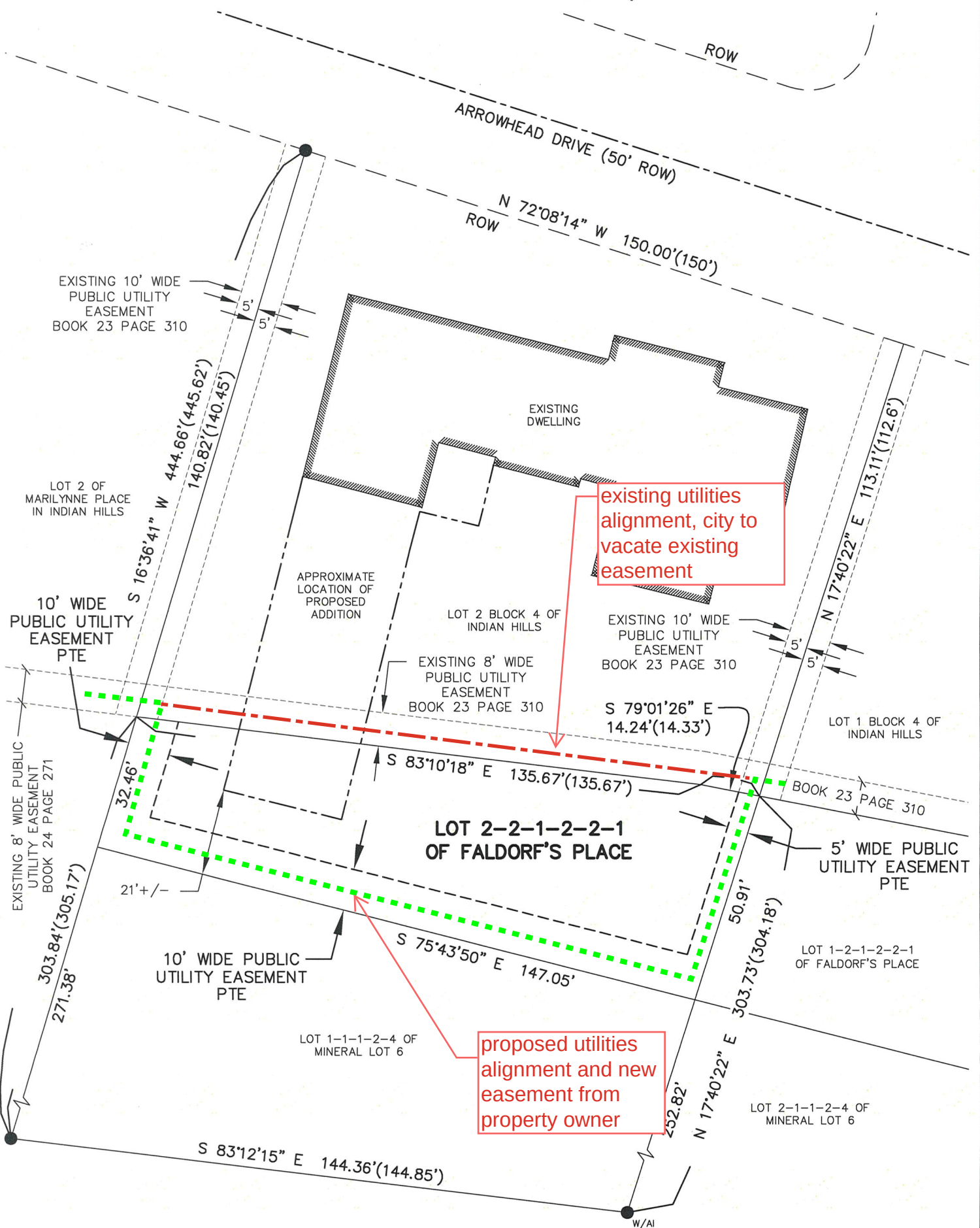
Feel free to contact me with any questions or concerns at 319-786-4514.

Sincerely,

A handwritten signature in blue ink that reads "Heather Dee". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Heather Dee
Manager Real Estate and Right of Way
heatherdee@alliantenergy.com

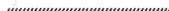
LOT 2-2-1-2-2-1 OF FALDORF'S PLACE,
IN THE CITY OF DUBUQUE, IOWA



existing utilities
alignment, city to
vacate existing
easement

proposed utilities
alignment and new
easement from
property owner

LEGEND

- | | |
|---|--|
|  | FOUND 1" IRON PIPE
(UNLESS OTHERWISE NOTED) |
|  | PROPERTY LINE |
|  | RIGHT OF WAY (ROW) LINE |
|  | CENTERLINE |
|  | EXISTING BUILDING FOOTPRINT |
|  | PROPOSED ADDITION |
|  | EXISTING EASEMENT LINE |
|  | EASEMENT LINE |
|  | PER THIS EXHIBIT |
|  | RECORD DIMENSION |
|  | WITH ANGLE IRON |
|  | |
|  | |



SCALE: 1" = 30'

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
3. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.
4. OWNER & PROPRIETOR OF LOT 2-2-1-2-2-1 OF FALDORF'S PLACE:
SCOTT T. MCGUIRE, AS TRUSTEE OF THE SCOTT T. MCGUIRE TRUST AGREEMENT DATED OCTOBER 21, 2015 AND
EMILY MAY MCGUIRE, AS TRUSTEE OF THE EMILY MAY MCGUIRE TRUST AGREEMENT DATED OCTOBER 21, 2015,
AS TENANTS IN COMMON.

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS

1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH	CHECKED BY: TLK
SURVEY DATE: 6/3/2025	PLOT DATE: 7/1/2025
DWG. NO. 25156-01	SCALE: 1" = 30'

SHEET 1 OF 1

Prepared by: Nate Kleffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kleffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RELEASE OF EASEMENT

ImOn Communications, LLC, an Iowa Corporation, does hereby release, discharge and abandon all of its right, title and interest in and to:

All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

This Release of Easement does not release or modify any other easements set forth on said Plat.

This Release of Easement is made for the benefit of all current owners of the above-described property, including their heirs, successors and assigns.

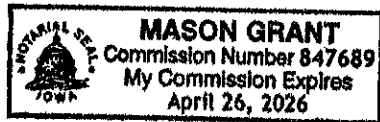
Signed this 17th day of July, 2025

ImOn Communications, LLC

By: [Signature] Network manager
Name, position

State of Iowa)
) ss:
County of Dubuque)

This instrument was acknowledged before me on the 17th day of July, 2025, by Mason Grant, as Contract Manager of said ImOn Communications, LLC.



(Notary Seal)

[Signature]
Notary Public in and for the State of Iowa

My Commission Expires April 26, 2026

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RELEASE OF EASEMENT

Qwest Corporation c/o Lumen Technologies, a Colorado Corporation, does hereby release, discharge and abandon all of its right, title and interest in and to:

All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

This Release of Easement does not release or modify any other easements set forth on said Plat.

This Release of Easement is made for the benefit of all current owners of the above-described property, including their heirs, successors and assigns.

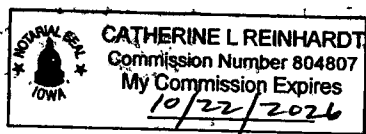
Signed this 17 day of July, 2025

QWEST CORPORATION C/O LUMEN TECHNOLOGIES

By: Brent Steven Giese
Name, position

State of Iowa)
County of Dubuque) ss:

This instrument was acknowledged before me on the 17th day of July, 2025, by Brent Steven Giese, as Network Employment said Engineer Qwest Corporation c/o Lumen Technologies.



(Notary Seal)

Catherine Reinhardt
Notary Public in and for the State of Iowa

My Commission Expires 10/22/2026

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RELEASE OF EASEMENT

Mediacom, Inc., an Iowa Corporation, does hereby release, discharge and abandon all of its right, title and interest in and to:

All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

This Release of Easement does not release or modify any other easements set forth on said Plat.

This Release of Easement is made for the benefit of all current owners of the above-described property, including their heirs, successors and assigns.

Signed this 2 day of July, 2025

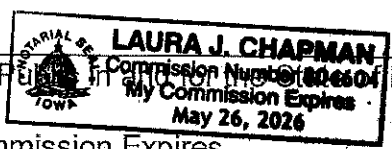
MEDIACOM., INC.

By: Don Pasche Don Pasche
Name, position Sr. Director of Engineering

State of Iowa)
County of Dubuque) ss:

This instrument was acknowledged before me on the 2 day of July, 2025, by Laura J. Chapman, as AA of said Mediacom., Inc.

Notary Public in and for the State of Iowa
My Commission Expires 5/26/26



(Notary Seal)

**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 September 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 vacate and dispose of its interest in a portion of a public utility easement in Indian Hills Subdivision, in the City of Dubuque, said real property is more particularly described as follows:

PART OF LOT 2, BLOCK 4, OF INDIAN HILLS, IN THE CITY OF DUBUQUE, IOWA

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 18th day of August 2025.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Rustic Point Park Development Project Initiate Public Improvement Bidding Process and Set Public Hearing
SUMMARY:	City Manager recommending City Council preliminarily approve the construction plans and specifications, estimated construction cost of \$258,278.50, adopt the resolution, initiate the bidding process, set the public hearing for September 2, 2025, and advertise bids for the Rustic Point Park Development Project. RESOLUTION Rustic Point Park Development 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 September 2, 2025
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Resolution 4. Notice of Hearing 5. Construction Estimate 6. Engagement Summary

TO: The Honorable Mayor and City Council Members

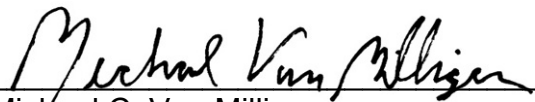
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Rustic Point Park Development Project Initiate Public Improvement Bidding Process and Set Public Hearing

DATE: August 13, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council preliminarily approve the construction plans and specifications, estimated construction cost of \$258,278.50, adopt the resolution, initiate the bidding process, set the public hearing for September 2, 2025, and advertise bids for the Rustic Point Park Development 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
Stephen Fehsal, Interim Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager
Jenny Larson, Chief Financial Officer

TO: Michael C. Van Milligen, City Manager
FROM: Stephen J. Fehsal, Interim Parks and Recreation Director
DATE: August 13, 2025
RE: Rustic Point Park Development Project Initiate Public Improvement Bidding Process and Set Public Hearing

INTRODUCTION

This memorandum requests the City Council initiate the bid process and set the public hearing for the Rustic Point Park Development Project.

BACKGROUND

Lot K in the Rustic Point subdivision was donated by the developer to be developed into a park. The lot is owned by the city of Dubuque. The development agreement between the city and Derby Grange LLC outlined that when fifty percent of the residential homes within the Development are completed the park will be constructed.

In December 2024, a contract amendment was approved with WHKS & Co. for public engagement, topographic survey, and conceptual design services for Rustic Point Park. WHKS & Co. along with subcontractors Lovely City Consulting and Ritland+Kuiper were engaged, and the first step of the design process was community input. A similar planning process was used for the three mini parks (Eagle Valley, English Ridge, and Westbrook Parks) with the same consultant team. This included on-line surveys, mail postcards inviting people to participate in the survey and an in-person event at the park site. Opportunities for community-wide engagement were offered and promoted through media releases and social media postings. A summary of the engagement is attached to this action item.

The name of the park was approved by City Council on April 21, 2025. The concept park plan for Rustic Point Park was approved by City Council on June 2, 2025.

DISCUSSION

WHKS has prepared 100% plans and specifications for the park development. The plans and specifications have been reviewed and approved by the City's Development Review Team.

PROJECT SCHEDULE

Initiate Public Bidding Process and	
Publish Notice to Bidders, Advertise for Bids	August 19, 2025
Notice of Public Hearing on Plans and Specs	August 20, 2025
Public Hearing on Plans and Specs	September 2, 2025
Receipt of Bid Proposals	September 9, 2025
Award Construction Contract	September 15, 2025
Project Completion Date	June 15, 2026

BUDGET IMPACT

This subdivision is in a TIF and according to Chief Financial Officer Jenny Larson the city must "budget from general funds to reimburse from the Rustic TIF in order to certify the debt for the park." The funding approved by Council was G.O. Debt (Sales Tax Fund 20%). This project will be bid as a lump sum.

The estimate of probable cost prepared by WHKS for the project is as follows:

Construction Estimate	\$258,278.50
-----------------------	--------------

The total current project budget available for construction costs is as follows:

Project Number 3043000076	\$255,840.00
Rustic Point Park Development	
Project Number 3043000002	\$ 2,438.50
Tree Program	

RECOMMENDATION

I respectfully request Mayor and City Council preliminary approval of the construction plans and specifications, adopt the resolution, initiate the bidding process, set the public hearing for September 2, 2025, and advertise bids for the Rustic Point Park Development Project.

Prepared by Marie L. Ware, Acting Project and Facilities Manager

cc: Jenny Larson, Chief Financial Officer

RESOLUTION NO. -25

RUSTIC POINT PARK DEVELOPMENT 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 Rustic Point Park Development Project in the estimated construction amount of \$258,278.50, 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 September, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 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 Rustic Point Park Development 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 acting Project & Facilities Manager 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, 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 9th day of September 2025. Bids shall be opened and read by the Acting Projects & Facilities Manager at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 15th day of September 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 18th day of August 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 2nd day of September, 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 will consider the proposed plans, specifications, form of contract, and estimated cost for the Rustic Point Park Development Project. 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:

The extent of the work involved is the furnishing of labor and new materials for the construction of Rustic Point Park and includes approximately; 233 CY of excavation; 213 Tons of granular subbase; 27 LF of curb and gutter; 6 SY of 4" HMA pavement; 367 SY of 4" PCC Sidewalk, trees and plants; landscaping; 953 LF of filter socks; 404 CY of topsoil; park sign; and new park equipment.

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://cityofdubuque.novusagenda.com/AgendaPublic/> 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, 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 18th day of September 2025.

Adrienne N. Breitfelder, City Clerk

City of Dubuque, Iowa
Construction Cost Estimate

Date: 12-Aug-25

Project Title: Rustic Point Park Development

CIP Funding Amount: \$ -
Project Completion Date: 15-Jun-26

LINE NO.	REFERENCE NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase						
1	2010-108-E-0	Excavation, Class 10	543.00	CY	\$ 15.00	\$ 8,145.00
2	2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	146.00	TON	\$ 25.00	\$ 3,650.00
Sub Total						\$ 11,795.00
Division 7010 - Portland Cement Concrete Pavement						
3	7010-108-A-0	Pavement, PCC, 7" (Thickness)	21.00	SY	\$ 75.00	\$ 1,575.00
4	7010-108-E-0	Curb and Gutter, 30" (Width), 6" (Thickness)	35.00	LF	\$ 50.00	\$ 1,750.00
Sub Total						\$ 3,325.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways						
5	7030-108-A-1	Removal of Sidewalk	23.00	SY	\$ 25.00	\$ 575.00
6	7030-108-A-3	Removal of Driveway	12.00	SY	\$ 25.00	\$ 300.00
7	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	352.00	SY	\$ 50.00	\$ 17,600.00
8	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	15.00	SY	\$ 75.00	\$ 1,125.00
9	7030-108-I-1	Sidewalk Assurance Testing	1.00	LS	\$ 1,500.00	\$ 1,500.00
Sub Total						\$ 21,100.00
Division 7040 - Pavement Rehabilitation						
10	7040-108-H-0	Pavement - Removal	13.00	SY	\$ 25.00	\$ 325.00
Sub Total						\$ 325.00
Division 8030 - Temporary Traffic Control						
11	8030-108-A-0	Temporary Traffic Control	1.00	LS	\$ 750.00	\$ 750.00
Sub Total						\$ 750.00
Division 9040 - Erosion and Sediment Control						
12	9040-108-D-1	Filter Socks, 8"	705.00	LF	\$ 3.00	\$ 2,115.00
13	9040-108-D-2	Filter Socks, Removal	705.00	LF	\$ 3.00	\$ 2,115.00
14	9040-108-O-1	Stabilized Construction Entrance by Square Yard	122.00	SY	\$ 5.00	\$ 610.00
15	9040-108-T-1	Inlet Protection Device, Installation	2.00	EA	\$ 250.00	\$ 500.00
Sub Total						\$ 5,340.00
Division 11,020 - Mobilization						
16	11020-108-A-0	Mobilization	1.00	LS	\$ 18,000.00	\$ 18,000.00
Sub Total						\$ 18,000.00
Division 11,050 - Concrete Washout						
17	11050-108-A-0	Concrete Washout	1.00	LS	\$ 750.00	\$ 750.00
Sub Total						\$ 750.00
Special Provisions - Non-Standard Project Items						
18	SP	Top Soil	605.00	CY	\$ 50.00	\$ 30,250.00
19	SP	Natural Play Equipment	1.00	LS	\$ 25,000.00	\$ 25,000.00
20	SP	Limestone Step Climber	1.00	LS	\$ 15,000.00	\$ 15,000.00
21	SP	Boulders	1.00	LS	\$ 8,500.00	\$ 8,500.00
22	SP	Pollinator Seed Mix	2000.00	SF	\$ 1.50	\$ 3,000.00
23	SP	Engineered Wood Fiber Mulch	985.00	SF	\$ 2.00	\$ 1,970.00
24	SP	Microforest Plantings (1" cal. 5-10 gal. potted trees or 5 gal. shrubs)	48.00	EA	\$ 75.00	\$ 3,600.00
25	SP	No Mow Seed Mix	4990.00	SF	\$ 0.50	\$ 2,495.00
26	SP	Perennial Grasses	32.00	EA	\$ 20.00	\$ 640.00
27	SP	Shade Trees, 2" Cal., B&B	24.00	EA	\$ 550.00	\$ 13,200.00
28	SP	Mow Curb	162.00	LF	\$ 25.00	\$ 4,050.00
29	SP	Park Amenities	1.00	LS	\$ 28,000.00	\$ 28,000.00
30	SP	Shade Structure	1.00	LS	\$ 20,000.00	\$ 20,000.00
31	SP	Park Boundary Sign	10.00	EA	\$ 50.00	\$ 500.00
32	SP	Park Sign	1.00	EA	\$ 7,000.00	\$ 7,000.00
Sub Total						\$ 163,205.00
TOTAL						\$ 224,590.00
TOTAL - Alternates						\$ -
CONTINGENCY 15.00%						\$ 33,688.50
ENGINEERING						\$ -
TOTAL CONSTRUCTION ESTIMATE						\$ 258,278.50

Let's Go!

Engagement Results

Overview

The Rustic Point Neighborhood park will be developed to serve as a social and recreational focal point for the neighborhood, providing opportunities to connect with nature and each other.

The goals for the engagement process were to:

- Understand preferred high-level uses for the site
- Determine and prioritize key site elements
- Determine preferred equipment styles and landscaping aesthetics
- Utilize symbol and activity-based engagement and multiple platforms (in-person, online).

Neighborhood residents and the broader community were invited to participate in the planning process online, by mail and/or in-person with the in-person event held on Saturday March 29, 2025. Postcards were sent directly to local residents, while the wider community was encouraged to engage through a press release and social media announcements. Most attendees at the in-person event were from the neighborhood and 85% walked to the event.

Result: A natural space for neighborhood connection

The overarching consensus from the survey and event was a desire for tree-shaded spaces and gathering areas for adults and a small play area for children.



Engagement Summary

At the in-person event, participants were encouraged to find and mark their house on the neighborhood map. In the online survey, participants noted which street they live on to help understand whether responses were coming from the neighborhood or the broader community.

The majority of the survey results were from community members, not neighborhood residents. However, residents from all streets in the Rustic Point Neighborhood were represented through either the online survey or in-person event.

In-Person Event

12 Total Households

18 Neighborhood Residents

2 Community Members

Online Survey

56 Total Households

41 Neighborhood Residents

54 Community Members

The survey and in-person data were analyzed both as a whole (including non-neighborhood residents) and as neighborhood-only to ensure that where there was disagreement on a park element between the broader community and the Rustic Point Neighborhood, the neighborhood input was given priority.

Space Usage and Equipment Needs

Residents were asked to imagine their ideal day at this new park. Would they have a picnic? Fly a kite? Toss a ball or frisbee? Climb on equipment? Play tag? Meet up with friends?

Once they had a clear picture of their ideal day's activities, they were asked to select up to three images that depicted what type of space or equipment they needed to achieve their ideal day at the park. The results are below in the order of preference.

1. Shade Trees
2. Seating
3. Park Shelter
4. Playground Equipment

Playground equipment was a lower priority for the neighborhood residents than for the larger community. Residents were also given the ability to type in an idea that was not listed. There were no ideas with more than one entry, however there were conflicting opinions on whether dogs should be allowed.

Play Equipment Preferences

Play Activity Options

While playground equipment was not the highest priority for the neighborhood residents, it was second only to shade trees for the larger community. Residents were asked which types of activities they would like to see accommodated in the playground equipment. They were also provided with the option of having no opinion on the topic. The results are below in the order of preference.

1. Climbing Structures
2. Slides



Play Equipment Style Preference

Residents were asked how they would like the playground equipment to look. They were also provided with the option of having no opinion on the topic. Both neighborhood residents and the larger community were in strong agreement that the equipment style should be **nature-based, using boulders and logs as play items.**



Play Equipment Color Scheme Preference

Residents were asked to select their preferred play equipment color scheme. They were also provided with the option of having no opinion on the topic. Both neighborhood residents and the larger community remained in strong agreement that the equipment style should be **nature-based, using natural materials.**

Park Shelter and Amenity Preferences

Residents were provided with three shelter styles, four shelter color palettes, and two amenity styles (bench, bike rack, waste receptacles) and were asked to select their preference for each. They were also provided with the option of having no opinion on the topic.



Park Shelter: Hip-end structure (four sided roof)

The hip-end park shelter style was supported by both the neighborhood and community respondents.

Roof Color



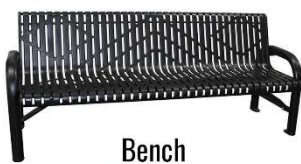
Post Color



Park Shelter Color Scheme: Sandstone Roof, Beige Posts

The park shelter color scheme of a sandstone roof with beige posts was supported by both the neighborhood and community respondents.

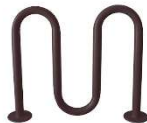
Option 1



Bench



Trash Receptacle



Bike Rack



Picnic Table

Amenity Options: Option One

The amenity style option one was the clear winner with the neighborhood while the community respondents preferred option two.

Landscaping Preferences

Residents were asked to select up to two preferred landscaping themes. They were also provided with the option of having no opinion on the topic. The results are below in the order of preference. Edible landscaping and a microforest were equally supported by the neighborhood.

1. Edible Landscaping
2. Pocket or Microforest (a small, dense forest of native trees, bushes, and other plants that grows quickly in urban and rural areas).
3. Bird Habitat or Pollinator Plantings

Edible Landscaping and a pocket or microforest, and bird habitat and/or pollinator planting were the most popular with the neighborhood, while the larger community ranked turf as high as the options preferred by the neighborhood.



In Summary

Rustic Point Neighborhood residents expressed a desire for their neighborhood park to serve as a quiet space that accommodates a variety of uses and provides safe accessible space for all residents. They envision a park filled with trees where they can add some steps to their daily walking route, drink coffee with a friend under shade trees, or watch birds while children run and play in a nature-based play space.



Community and Neighborhood Communication and Engagement provided by LovelyCity, LLC.

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Mayoral Selection of Appointments to the Civil Service Commission

SUMMARY: **Civil Service Commission**
Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting.
Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25)
Applicants:
Julie Bockenstedt, 2475 Cherry St.
Otto Krueger, 2521 Wheatland Dr.
Barbara Liskey, 2763 Lamotte Dr.
Randall Ludwitz, 867 Barbaralee Dr.
Brian Neises, 1841 Phyllrich Dr.
Darcy VanOstrand, 1222 Lincoln Ave.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Details and Openings
3. Civil Service Commission Applicants

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, August 18, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Civil Service Commission

Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting.

Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25)

Applicants:

- Julie Bockenstedt, 2475 Cherry St.
- Otto Krueger, 2521 Wheatland Dr.
- Barbara Liskey, 2763 Lamotte Dr.
- Randall Ludwitz, 867 Barbaralee Dr.
- Brian Neises, 1841 Phyllrich Dr.
- Darcy VanOstrand, 1222 Lincoln Ave.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Building Code Advisory and Appeal Board

One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley)

Applicant:

- Nathan Wardle, 2725 Pleasant View Dr.

Housing Commission

Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld)

Applicants:

- Rick Baumhover, 601 Garfield Ave.
- Rick Merfeld, 2718 Andrew Ct.

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25

Indicates openings within 2025

Open

Indicates Current Opening

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Bob	Woodward	9/14/28

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Jonathan	McCoy	3/25/26

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Matthew	Mulligan	7/1/25

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

At-Large - Outside Cultural Dist. 1	Mary	Loney-Bichell	6/30/27
Business Prof - In Cultural Dist. 1	Nick	Halder	6/30/28
Business Prof 2	Gail	Chavenelle	6/30/27
Public Member 1	Shirley	Davis-Orwoll	6/30/28
Public Member 2	Doug	Donald	6/30/26
Public Member 3	David	Barba	6/30/26
Public Member 4	Jessica	Ochoa	6/30/28

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Miquel	Jackson	4/6/29
Public Member 4	Open	Open	4/6/27
Public Member 5	Open	Open	4/6/27

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Michael	Shimkus	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Talma	Brown	2/15/26
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Open	Open	2/15/28
Public Member 1	Open	Open	2/15/27
Public Member 2	Dean	Boles	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
Public Member 4	Julie	Woodyard	2/15/26

HISTORIC PRESERVATION COMMISSION

3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/28
Langworthy District 1	Chad	Witthoeft	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/28
Interim District Rep. 1	Adam	Schwendinger	NA

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Jessica	Connery	7/1/29

HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hansen	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

Public Member 1	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8	Rick	Baumhover	8/17/25
Public Member 9	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE

3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

HUMAN RIGHTS COMMISSION

3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2

Public Member 1	Rick	Baumhover	1/1/28
Public Member 2	Luselena	Bravo	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	DeLano	Cain-Watson	1/1/27
Public Member 7	Traci	Phillipson	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

**INVESTMENT AND CASH MANAGEMENT OVERSIGHT
ADVISORY COMMISSION**

3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Lucian	Paucean	7/1/27
Public Member 4	Open	Open	7/1/28
Public Member 5	Open	Open	7/1/28

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.

Housing Commission Rep. 1	Julietta	Scott	8/17/26
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Open	Open	7/1/28
Public Member 6	Open	Open	7/1/28

PARKS AND RECREATION ADVISORY COMMISSION

3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations

Public Member 1	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/28
Public Member 6	Josh	Jorgenson	6/30/28
Public Member 7	Jason	Henkel	6/30/28

RESILIENT COMMUNITY ADVISORY COMMISSION

3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Open	Open	2/15/25
Public Member 1	Open	Open	7/1/28
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/28

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.

Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
Public Member 2	Talma	Brown	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..

Public Member 1	Matthew	Mulligan	7/1/28
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/28

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2	Keith	Ahlvin	3/25/30
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

CHAPTER 2

CIVIL SERVICE COMMISSION

SECTION:

2-2-1: Commission Created

2-2-2: Purpose

2-2-3: Internal Organization And Rules

2-2-4: Procedures For Operation

2-2-5: Membership

2-2-6: Oath

2-2-7: Terms

2-2-8: Vacancies

2-2-9: Officers/Organization

2-2-10: Meetings

2-2-11: Compensation

2-2-12: Removal

2-2-13: Powers

2-2-14: City Council To Furnish Meeting Room, Equipment, Recorder

2-2-15: Record Of Meetings And Personnel

2-2-16: Examination Of Applicants

2-2-17: Conduct Of Examinations; Certification Of Qualified Persons

2-2-18: Procedure For Conduct Of Hearing Appeals

2-2-1: COMMISSION CREATED:

There is hereby created the civil service commission. (Ord. 56-15, 9-8-2015)

2-2-2: PURPOSE:

The purpose of the commission is to conduct entrance examinations, conduct promotional examinations, and act as an appeals board as provided in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 56-15, 9-8-2015)

2-2-5: MEMBERSHIP:

A. Composition: The commission comprises three (3) residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The equity and human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened. (Ord. 56-15, 9-8-2015; amd. Ord. 47-22, 12-19-2022; Ord. 28-24, 6-17-2024)

2-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission

following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 56-15, 9-8-2015; amd. Ord. 28-24, 6-17-2024)

2-2-7: TERMS:

The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified. (Ord. 56-15, 9-8-2015)

2-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 56-15, 9-8-2015)

2-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The city clerk, or the city clerk's designee, is the clerk of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 56-15, 9-8-2015)

2-2-10: MEETINGS:

- A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Two (2) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 56-15, 9-8-2015; amd. Ord. 37-22, 11-7-2022; Ord. 28-24, 6-17-2024)

2-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 56-15, 9-8-2015)

2-2-12: REMOVAL:

The mayor may remove any commissioner for cause upon written charges and after public hearing. (Ord. 56-15, 9-8-2015)

2-2-13: POWERS:

The commission has the powers, duties, and responsibilities as outlined in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-14: CITY COUNCIL TO FURNISH MEETING ROOM, EQUIPMENT, RECORDER:

The city council must provide suitable rooms in which the commission may hold its meetings and supply the commission with all necessary equipment and a qualified shorthand reporter to enable it properly to perform its duties. (Ord. 56-15, 9-8-2015)

2-2-15: RECORD OF MEETINGS AND PERSONNEL:

The commission must keep a record of all its meetings and also a complete individual service record of each civil service employee which record must be permanent and kept up to date. (Ord. 56-15, 9-8-2015)

2-2-16: EXAMINATION OF APPLICANTS:

Examinations for the positions in the city civil service are to be applicable and required of all applicants in accordance with the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-17: CONDUCT OF EXAMINATIONS; CERTIFICATION OF QUALIFIED PERSONS:

The commission must conduct examinations in accordance with the provisions of the laws of the state relative thereto, and for the purpose of determining the qualifications of applicants for positions under civil service, and must duly certify to the city council a list of the qualified persons as set forth in the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-18: PROCEDURE FOR CONDUCT OF HEARING APPEALS:

Notwithstanding chapter 1 of this title, the commission may adopt its own rules governing the procedure for the conduct of hearing appeals. (Ord. 56-15, 9-8-2015)

From: noreply@civicplus.com
To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Name: Julie Bockenstedt

Pronunciation: *Field not completed.*

Street Address: 2475 Cherry St
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 5635137818

Email Address(es): Juliebockenstedt@yahoo.com

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Social Media

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program? Yes

If so, when? Not sure what year 22 or 23

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before? No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission? Help conduct exams and to promote awards to those deserving a award, be a voice for the police and fire

Describe your I volunteered as a Auxiliary officer for awhile and have been to the

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

physical portion of the police exams by timing runners. I also have
done ride a longs with officers and understand what officers deal
with. Also I'm President of the Dubuque Crimestoppers at this time I
have held this position for 2 years now.

Share your
experience
working in
diverse
environments:

It doesn't matter race, age, gender, sexual orientation, they are all
human beings that need to be treated fairly..
I worked with people from Jamaica and Hungarian before and yes it
took awhile to understand them and also to understand me but I
didn't treat anyone different. I learned to appreciate what they
brought to the job and how they could change something or make it
easier to do.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Tony Siegert 563-451-5512 Crimestoppers secretary
Renee Miller 563-258-1325 Former coworker

Acknowledgement: I acknowledge that I have accurately and truthfully
completed the application to the best of my knowledge. I also confirm that I
meet the eligibility requirements for the Board or Commission to which I am
applying.

Signature (type
your name here
as electronic
verification):

Julie Bockenstedt

Date:

7/25/2025

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Adrienne Breitfelder

From: noreply@civicplus.com
Sent: Friday, August 1, 2025 12:11 PM
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron
Subject: Online Form Submittal: Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Civil Service Commission

Name: Otto S Krueger

Pronunciation: *Field not completed.*

Street Address: You must live within the Dubuque city limits to apply/serve on a City of 2521 Wheatland Dr

Dubuque board or
commission.

Zip Code: 52002

Preferred Phone
Number: 5634514446

Email Address(es): ottokrueger@mchsi.com

How did you hear about
City of Dubuque Boards
and Commission? Through a Friend

If other, please specify: *Field not completed.*

Have you participated in
the City of Dubuque City
Life Program Life
program? No

If so, when? *Field not completed.*

Are you currently
serving on other Boards,
Commissions, or
Committees? No

If yes, which? *Field not completed.*

Have you served on a
Board, Commission, or
Committee before? Yes

If yes, which? Long Range Planning Commission
Civil Service Commission
Historic Preservation Commission

Why are you interested
in applying for this
Board or Commission? I was on the Commission before and enjoyed it. I have retired
and looking for something to do.

Describe your
experiences
(professional, personal,
or volunteer), skills, and
/or education that have
prepared you for service I was on the commission about 15 years ago. I also served 2
terms on the Dubuque Community School Board with one year
being the President. I have a Masters Degree in Public
Administration.

on this Board or
Commission?

Share your experience
working in diverse
environments:

Retired 20 year Air Force Officer allowed me to work in any
kind of environment. I was also a school bus driver for the
school district.

List two professional
references: (Examples:
employer, coworker,
client, vendor, mentor,
volunteer organizer,
etc.))

Tom Kane, 563-590-4335, friend
Roy Buol, 563-564-7753, friend
Scott Engelman, 563-590-9659, friend

Acknowledgement: I acknowledge that I have accurately and truthfully completed
the application to the best of my knowledge. I also confirm that I meet the eligibility
requirements for the Board or Commission to which I am applying.

Signature (type your
name here as electronic
verification):

Otto S Krueger

Date:

8/1/25

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To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Civil Service Commission

Name: Barbara Liskey

Pronunciation: Field not completed.

Street Address: 2763 Lamotte Dr
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone (563) 580-3621
Number:

Email beliskey@yahoo.com
Address(es):

How did you hear City of Dubuque Social Media
about City of
Dubuque Boards
and
Commission?

If other, please *Field not completed.*
specify:

Have you No
participated in the
City of Dubuque
City Life Program
Life program?

If so, when? *Field not completed.*

Are you currently No
serving on other
Boards,
Commissions, or
Committees?

If yes, which? *Field not completed.*

Have you served No
on a Board,
Commission, or
Committee
before?

If yes, which? *Field not completed.*

Why are you It sounds interesting. I've always liked to work with police, fire and
interested in believe civil service is an important function in any community.
applying for this
Board or
Commission?

Describe your I have 20 years of working as a legal secretary, plus 18 years in the

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

banking industry. A lot of years working with the public. While in Michigan, I was active in the JayCees and developed many community contacts.

Share your
experience
working in
diverse
environments:

Working in the legal and banking fields and being a JC, I've worked with people from all walks of life, low income to wealthy, all colors and several nationalities. People are people and all need to be treated with respect. Lu Ann

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Lu Ann Bowman, 563-663-2919, friend and former bank supervisor
Lisa Schroeder, 563-564-9637, friend

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type
your name here
as electronic
verification):

Barbara Liskey

Date:

07/31/2025

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From: noreply@civicplus.com
To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 5:45:39 PM

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- Can not be employed by the City of Dubuque

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Name: Randall Ludowitz

Pronunciation: Ran-Dell Lou-Dough-Wits

Street Address: 867 Barbaralee
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone (563) 663-1770
Number:

Email Rludy2002@aol.com
Address(es):

How did you hear Other:
about City of
Dubuque Boards
and
Commission?

If other, please Telegraph Herald
specify:

Have you No
participated in the
City of Dubuque
City Life Program
Life program?

If so, when? *Field not completed.*

Are you currently No
serving on other
Boards,
Commissions, or
Committees?

If yes, which? *Field not completed.*

Have you served No
on a Board,
Commission, or
Committee
before?

If yes, which? *Field not completed.*

Why are you I had many interactions with Civil Service when I served as a Union
interested in Steward.
applying for this
Board or
Commission?

Describe your I was a Union Steward with the City of Dubuque and was present for

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

many meetings with Civil Service in matters of grievances and
contracts

Share your
experience
working in
diverse
environments:

I worked for the City for over 30 years and delt with lots of diverse
employees and citizens. I volunteer at the Veterans Freedom Center.
I give rides for Duride. And Volunteer at Hospice of Dubuque.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Kevin Saylor 563 542 5489. Kevin was the Business agent with
Teamsters local 421.

Al Rowell 563 542-6512 Al is President of the Veterans Freedom
Center

Acknowledgement: I acknowledge that I have accurately and truthfully
completed the application to the best of my knowledge. I also confirm that I
meet the eligibility requirements for the Board or Commission to which I am
applying.

Signature (type
your name here
as electronic
verification):

Randall Ludowitz

Date:

7-29-2025

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 7:03:07 AM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Name: Brian J Neises

Pronunciation: Nice-es

Street Address: 1841 Phyllrich Dr.
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52002

Preferred Phone Number: 5633132466

Email Address(es): neisesbrian@gmail.com

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Telegraph Herald

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before?

No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I just moved back to Dubuque from Asbury and would like to be involved in supporting city.

Describe your I currently am a program manager at Goodwill and former Dubuque

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

Share your experience working in diverse environments:

I dedicated 15 years to Dubuque Schools starting at Central Altrnative High School and ending at Lincoln Elementary. Both were tough schools with a variety of student backgrounds and socio economic levels.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Randy Rennison 581-3227, oldest living friend
Brad Cavanaugh, friend and fellow volunteer at Bridges out of Poverty

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Brian J Neises

Date:

07/29/2025

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breidfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shelley Stickfort](#); [Pam McCarron](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 8:03:06 AM

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- Minimum age of 18
- Can not be employed by the City of Dubuque

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Civil Service Commission

Name: Darcy VanOstrand

Pronunciation: Field not completed.

Street Address: 1222 Lincoln Ave
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 563-564-6232

Email Address(es): d_kiebler@yahoo.com

How did you hear about City of Dubuque Boards and Commission?

If other, please specify: TH paper

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or Committee before?

No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I want to be more involved

Describe your I own my business & have been dealing with a lot of people for many

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

Share your experience working in diverse environments:

years. I feel I could be an asset

In my job I have had to work with people from many different backgrounds and ages

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Cheryl Bybee (309) 230-8640-client
Katrina Wilberding (563) 580-7357-client

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Darcy VanOstrand

Date:

7/29/2025

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**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 2.

ITEM TITLE:

Boards and Commission Appointments

SUMMARY:

Appointments to the following commissions to be made at this meeting.

Building Code Advisory and Appeal Board

One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley)

Applicant:

Nathan Wardle, 2725 Pleasant View Dr.

Housing Commission

Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld)

Applicants:

Rick Baumhover, 601 Garfield Ave.

Rick Merfeld, 2718 Andrew Ct.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Building Code Advisory and Appeal Board Applicant
3. Housing Commission Applicants
4. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, August 18, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Civil Service Commission

Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting.

Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25)

Applicants:

- Julie Bockenstedt, 2475 Cherry St.
- Otto Krueger, 2521 Wheatland Dr.
- Barbara Liskey, 2763 Lamotte Dr.
- Randall Ludwitz, 867 Barbaralee Dr.
- Brian Neises, 1841 Phyllrich Dr.
- Darcy VanOstrand, 1222 Lincoln Ave.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Building Code Advisory and Appeal Board

One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley)

Applicant:

- Nathan Wardle, 2725 Pleasant View Dr.

Housing Commission

Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld)

Applicants:

- Rick Baumhover, 601 Garfield Ave.
- Rick Merfeld, 2718 Andrew Ct.

14-1A-6: BUILDING CODE ADVISORY AND APPEAL BOARD:

- A. Board Created: There is hereby created the building code advisory and appeal board.
- B. Purpose: The purpose of the board is to review proposed code adoptions and amendments for recommendation to the city council and to serve as an appeal body for the decisions of the code official.
- C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.
- E. Membership:
1. The board comprises seven (7) residents of the city, appointed by the city council.
 2. Special experience and training qualifications:
 - a. One member must be a residential construction professional.
 - b. One member must be a commercial construction professional.
 - c. One member must be an electrical construction professional.
 - d. One member must be a plumbing construction professional.
 - e. One member must be a heating, ventilation, and air conditioning (HVAC) construction professional.
 - f. Two (2) multi-disciplinary representatives, which could be an architect, engineer, building designer, or general construction professional.
 3. Alternates: Alternate representatives shall be appointed for the residential construction professional, commercial construction professional, electrical construction professional, plumbing construction professional, and HVAC construction professional positions and shall be called upon to participate in the event of a conflict of interest or unavailability of the primary appointee.
- F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the City Clerk's Office any time prior to the first meeting of the board.
- G. Terms: The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The board must choose annually a Chairperson and Vice Chairperson, each to serve a term of one (1) year. The code official or the code official's designee shall serve as secretary of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
1. Regular Meetings: The board must meet upon call of the Chairperson, the City Manager, or the City Manager's designee.
 2. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.
 3. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
 4. Appeals: The board shall meet upon notice from the Chairman, within not less than ten (10) days and not more than ninety (90) days of the filing of an appeal, at stated periodic meetings, or at the written request of a majority of the members.
 5. Attendance:
 - a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - b. Attendance must be entered upon the minutes of all meetings.
 6. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the City Council within ten (10) working days after approval by the board, or by the next regularly scheduled City Council meeting, whichever is later.
 7. Quorum: Four (4) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.
- K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and

budget.

L. Removal: The City Council may remove any member for cause upon written charges and after a public hearing.

M. Powers: The board has the following powers, duties, and responsibilities:

1. To review proposed code adoptions and amendments for recommendation to the City Council.
2. To serve as an appeal body for the decisions of the Code official based upon the codes adopted by the City under Title 14 of this code.
3. When hearing an appeal:
 - a. The board may reverse or modify a decision of the code official only upon finding that:
 - (1) The true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted by the Code official; or
 - (2) The provisions of the applicable code do not fully apply; or
 - (3) An equal or better form of construction has been proposed and is appropriate.
 - b. The board shall require sufficient evidence or proof be submitted to substantiate any claims that an equal or better form of construction is appropriate.
 - c. In order to make a finding that an equal or better form of construction is appropriate the board must find the proposed material or method of construction is satisfactory for the use intended and complies with the provisions of this Code, and that the material, method, or work offered is, for the purpose intended, at least equivalent to that prescribed by this Code in suitability, strength, effectiveness, durability, fire resistance, and safety.
 - d. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.
 - e. The board shall have no authority relative to interpretation of the administrative provisions of this Code nor shall the board be empowered to waive requirements of this Code.

N. Application For Appeal:

1. Any person affected by a decision of the code official or a notice or order issued under this Code shall have the right to appeal, provided a written application for appeal is filed within twenty (20) days after the decision, notice, or order was served.
2. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equal or better form of construction is proposed. The board may find a proposed form of construction to be equal or better.

O. Disqualification Of Member: A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

P. Postponed Hearing: Either the City or the appellant may request a postponement of a hearing subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal. (Ord. 21-16, 6-6-2016, eff. 7-1-2016; amd. Ord. 44-20, 12-7-2020; Ord. 25-24, 6-17-2024)

From: noreply@civicplus.com

To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Michael Belmont](#); [Jeff Zasada](#); [Jean Noel](#);

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 7/22/2025 2:23:42 PM

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Building Code Advisory and Appeals Board

Please identify which opening on the Building Code Advisory and Appeals Board your

Multidisciplinary Representatives, a Building Designer

qualifications
represent:

Name: Nathan Wardle

Pronunciation: Nay-than War-dull

Street Address: 2725 Pleasant View Drive
You must live Apt 202
within the Dubuque, IA 52001
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52807

Preferred Phone 5636908372
Number:

Email nathanw682@gmail.com
Address(es):

How did you hear City of Dubuque Website, Other:
about City of
Dubuque Boards
and
Commission?

If other, please Recommendation - Christina Monk - FEH Design
specify:

Have you No
participated in the
City of Dubuque
City Life Program
Life program?

If so, when? *Field not completed.*

Are you currently No
serving on other
Boards,
Commissions, or
Committees?

If yes, which? *Field not completed.*

Have you served No
on a Board,
Commission, or

Committee
before?

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I am a local designer at FEH Design on Main Street. I am interested in building codes and becoming involved in my community. I feel also that this will provide great experience and networking opportunities for me

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I have a bachelor's degree of architecture from Iowa State University; there I also received a minor in historic preservation. as a design professional in the cities of Davenport and Dubuque I have been a part of multiple design teams working on construction documents for various building types and sizes following local and state building code requirements. I have particular experience in educational buildings, FEMA shelters, fire code, accessibility and sustainability.

Share your experience working in diverse environments:

While working with FEH Design here in Dubuque, I have worked on a variety of projects including Holy Ghost Schools adaptive reuse design, many educational buildings in southern Wisconsin, and the development of projects that impact the Main Street District of our downtown. While in Davenport I worked on several projects in conjunction with the State of Missouri on public and federal buildings.

List two professional references:
(Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Christina Monk - FEH Design - Supervisor - (563) 580 - 1115
Chris Wand - FEH Design - Mentor - (563) 599 - 6800

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Nathan R Wardle

Date:

7/22/25

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ARTICLE B. HOUSING COMMISSION

SECTION:

2-5B-1: Commission Created

2-5B-2: Purpose

2-5B-3: Internal Organization And Rules

2-5B-4: Procedures For Operation

2-5B-5: Membership

2-5B-6: Oath

2-5B-7: Terms

2-5B-8: Vacancies

2-5B-9: Officers/Organization

2-5B-10: Meetings

2-5B-11: Compensation

2-5B-12: Removal

2-5B-13: Powers

2-5B-14: Project Approval

2-5B-15: Monitor Housing Program; Conduct Hearings On Grievances

2-5B-1: COMMISSION CREATED:

There is hereby created the housing commission. (Ord. 67-15, 10-19-2015)

2-5B-2: PURPOSE:

The purpose of the commission is to undertake and carry out studies and analysis of housing needs and the meeting of such needs; to recommend proposed projects in the area of low and moderate income housing for the citizens of the city; to monitor the city's housing programs; and to conduct grievances regarding the rental assistance program, except in the area of property maintenance code enforcement. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

2-5B-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 67-15, 10-19-2015)

2-5B-5: MEMBERSHIP:

- A. Number: The commission comprises ten (10) residents of the city.
- B. Special Qualifications:
 1. At least three (3) members must be appointed specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.
 2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.
 3. The remaining members are at-large members.
 4. Cross-Representation:
 - a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.
 - b. One (1) member must be appointed by the commission, with city council approval, to serve on the long range planning advisory commission. (Ord. 74-15, 12-7-2015; amd. Ord. 5-21, 2-15-2021; Ord. 54-23, 12-4-2023; Ord. 33-24, 6-17-2024)

2-5B-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission

following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 67-15, 10-19-2015; Ord. 33-24, 6-17-2024)

2-5B-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the community development advisory commission and the long range planning advisory commission must coincide with their terms on the housing commission. (Ord. 67-15, 10-19-2015; amd. Ord. 5-21, 2-15-2021)

2-5B-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 67-15, 10-19-2015)

2-5B-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 67-15, 10-19-2015)

2-5B-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Six (6) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 67-15, 10-19-2015; amd. Ord. 38-21, 11-1-2021; Ord. 33-24, 6-17-2024)

2-5B-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 67-15, 10-19-2015)

2-5B-12: REMOVAL:

Except as provided in subsection 2-5B-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 67-15, 10-19-2015)

2-5B-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;
- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;
- D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;
- E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;
- F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;
- G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;
- H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;
- I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;

J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and

K. Undertake such additional duties, upon the request of the City Council. (Ord. 67-15, 10-19-2015; amd. Ord. 54-23, 12-4-2023)

2-5B-14: PROJECT APPROVAL:

Any proposed low rent housing project is subject to the approval of the city council and any project requiring a referendum as provided in the Iowa Code must be submitted to the voters of the city in accordance with the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-15: MONITOR HOUSING PROGRAM; CONDUCT HEARINGS ON GRIEVANCES:

The commission monitors the city's housing program and conducts hearings on grievances arising out of the operation of such program with the exception of property maintenance code enforcement which is handled by the housing board of appeals. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Gina Hodgson](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/20/2025 3:49:06 PM

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- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Housing Commission
Commission, or
Committee
applying for:

Please identify At-Large
which opening on
the Housing
Commission your
qualifications
represent

Name: RICK BAUMHOVER

Pronunciation:	<i>Field not completed.</i>
Street Address:	601 garfield avenue, apartment 103
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	5634951444
Email Address(es):	dbqhawk@yahoo.com
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website, City of Dubuque Social Media, Through a Friend
If other, please specify:	<i>Field not completed.</i>
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	<i>Field not completed.</i>
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	housing commission, housing trust fund advisory committee and equity-human rights commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	housing commission, housing trust fund advisory committee and

equity-human rights commission and cable tv commission.

Why are you interested in applying for this Board or Commission?	i have served on this commission for a very long time and feel that i make a great contribution and i would like to continue
--	--

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	been a member of this commission for years and others and feel that i contribute very well and i love my city of dubuque and wish to give back however i can
---	--

Share your experience working in diverse environments:	i work excellent with others and i am 100% welcome to people from all backgrounds whatever they may be
--	--

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Dawn Potter, 563-599-4077, landlord and very good friend for 25 years Jeff Lenhart, 563--880-1042, staff at the dubuque mission and personal friend
--	--

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Rick j Baumhover
---	------------------

Date:	july 20, 2025
-------	---------------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Gina Hodgson](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/18/2025 9:55:00 AM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Housing Commission

Please identify which opening on the Housing Commission your qualifications represent Experience in real estate, banking, finance, accounting, funds management, or other related areas of expertise

Name: Rick Merfeld

Pronunciation:	<i>Field not completed.</i>
Street Address:	2718 Andrew Ct
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	563.580.0355
Email Address(es):	Execdir@svdpdubuqueiowa.org
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Currently finishing my first 3-year term on the Housing Commission. I'm the current chairperson.
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	<i>Field not completed.</i>
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Housing Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Current member of the Housing Commission
Why are you	I've appreciated my first three years of service and would like to

interested in applying for this Board or Commission?

continue on the Housing Commission. There is great value in being part of this important commission.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I have experience in higher education housing operations and am the current executive director for St. Vincent de Paul.

Share your experience working in diverse environments:

In my role with SVDP, I regularly interact with and service persons from a great diversity of backgrounds and experiences.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Joanne Tobin, 563.590.4156, Board Treasurer, SVdP
Ross Janes, Housing Commission Member, 563.580.6578

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Rick Merfeld

Date:

7/18/2025

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25

Indicates openings within 2025

Open

Indicates Current Opening

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Bob	Woodward	9/14/28

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Jonathan	McCoy	3/25/26

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Matthew	Mulligan	7/1/25

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

At-Large - Outside Cultural Dist. 1	Mary	Loney-Bichell	6/30/27
Business Prof - In Cultural Dist. 1	Nick	Halder	6/30/28
Business Prof 2	Gail	Chavenelle	6/30/27
Public Member 1	Shirley	Davis-Orwoll	6/30/28
Public Member 2	Doug	Donald	6/30/26
Public Member 3	David	Barba	6/30/26
Public Member 4	Jessica	Ochoa	6/30/28

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Miquel	Jackson	4/6/29
Public Member 4	Open	Open	4/6/27
Public Member 5	Open	Open	4/6/27

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Michael	Shimkus	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Talma	Brown	2/15/26
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Open	Open	2/15/28
Public Member 1	Open	Open	2/15/27
Public Member 2	Dean	Boles	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
Public Member 4	Julie	Woodyard	2/15/26

HISTORIC PRESERVATION COMMISSION

3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/28
Langworthy District 1	Chad	Witthoeft	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/28
Interim District Rep. 1	Adam	Schwendinger	NA

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Jessica	Connery	7/1/29

HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hansen	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

Public Member 1	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8	Rick	Baumhover	8/17/25
Public Member 9	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE

3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

HUMAN RIGHTS COMMISSION

3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2

Public Member 1	Rick	Baumhover	1/1/28
Public Member 2	Luselena	Bravo	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	DeLano	Cain-Watson	1/1/27
Public Member 7	Traci	Phillipson	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

**INVESTMENT AND CASH MANAGEMENT OVERSIGHT
ADVISORY COMMISSION**

3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Lucian	Paucean	7/1/27
Public Member 4	Open	Open	7/1/28
Public Member 5	Open	Open	7/1/28

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.

Housing Commission Rep. 1	Julietta	Scott	8/17/26
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Open	Open	7/1/28
Public Member 6	Open	Open	7/1/28

PARKS AND RECREATION ADVISORY COMMISSION

3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations

Public Member 1	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/28
Public Member 6	Josh	Jorgenson	6/30/28
Public Member 7	Jason	Henkel	6/30/28

RESILIENT COMMUNITY ADVISORY COMMISSION

3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Open	Open	2/15/25
Public Member 1	Open	Open	7/1/28
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/28

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.

Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
Public Member 2	Talma	Brown	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..

Public Member 1	Matthew	Mulligan	7/1/28
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/28

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2	Keith	Ahlvin	3/25/30
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Request to Rezone Property on West 32nd Street

SUMMARY: Proof of publication on notice of public hearing to consider a request from Sherry Ehrlich to zone property on West 32nd St., (PIN 1016227007), from R-1 Single-Family Residential to OR Office Residential zoning district, and Zoning Advisory Commission recommending denial of the request.
ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 3185 West 32nd Street (PIN 1016227007) From R-1 Single-Family Residential District To OR Office Residential District.

SUGGESTED DISPOSITION: Receive and File; Concur with Denial OR Motion B, Motion A with a Super Majority

ATTACHMENTS:

1. ZAC Ltr to CC
2. Application
3. Vicinity Map
4. Notification Map
5. Public Input Letters & Map
6. Site Photos
7. Staff Report
8. R-1 Zoning Regulations
9. OR Zoning Regulations
10. ORD 32nd St REZ
11. Presentation_Uploaded 8.18.25
12. Applicant Letter to City Council_Uploaded 8.18.25
13. Applicant Letter To Neighbors - W 32nd Street_Uploaded 8.18.25

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



August 12, 2025

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

Applicant: Sherry Ehrlich
Location: West 32nd Street
Description: To rezone property from R-1 Single-Family Residential to OR Office 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

Tom Larsen, Buesing and Associates, spoke on behalf of the applicant. He noted that the applicants are looking to construct a realty office on the site. He said they are working on site layout that would have parking located in the rear with green space out front along 32nd Street. He noted that a general office use shouldn't generate much traffic, and the applicant does not intend for the office to negatively impact the neighboring properties. He noted the surrounding zoning districts and stated that the proposed OR would be a transitional buffer between the residential zoning districts and other adjacent uses and zoning districts. He stated that a site plan would require review by city staff and that the applicant would need to meet city code requirements. He stated that parking would be provided on the site.

Jonie Heitzmann, 3152 W 32nd Street, spoke in opposition to the request on behalf of herself and her husband, Ron Heitzmann. She stated that she researched the OR zoning district, and she noted that the OR district allows more principal permitted uses than the R-1 district, and that the uses in the OR would not fit the neighborhood. She stated that while she wasn't initially concerned about a smaller real estate office, the potential for other uses that would be permitted in the OR district do concern her. She said she believes this to be spot zoning and that spot zoning benefits the property owner and not the neighborhood. She said she felt that the proposed uses would not benefit the neighborhood. She said she chose her property because of the R-1 neighborhood and appreciates the proximity to the trail. She said the Northwest Arterial is not always great to live by, but it provides a natural transition from single-family to higher intensity uses to the north. She said the neighborhood previously opposed a request for an R-4 zoning on

a neighboring property and the developer changed their plan, subdivided the property, and constructed two single-family residences.

Genevieve Voss, 3160 W 32nd Street, spoke in opposition to the request on behalf of herself and her husband, Richard Voss. She noted that they bought their home in an R-1 district and expected the neighborhood would remain single-family. She expressed her concerns around vehicles parking along 32nd Street. She stated that the lot could be used for two single-family dwellings which would be a better fit for the neighborhood.

Tom Larsen responded to the public comments. He noted that parking would need to be provided on the property and that a real estate office would generate a low volume of traffic.

Staff detailed the staff report noting that the surrounding zoning districts including R-1 and OS Office Service abutting the site, and C3 and R-3 zoning districts located across the Northwest Arterial. Staff discussed the public notification requirements and stated that staff did receive several letters of opposition which have been shared with the applicant and the commission. Staff shared a public opposition map noting that more than 20% of the notified property owners are in opposition which would require a super majority vote at the City Council to be approved. Staff shared a chart outlining the principal permitted uses in the R-1 and OR zoning districts and highlighted the uses that are permitted in both zoning districts. Staff shared that the OR zoning district is generally a transitional district between residential and commercial uses. Staff noted the OR district would not allow for a single-family or two-family dwelling unless it is located within an existing structure, but that it would allow for the construction of a town home. Staff stated that the Commission may wish to consider whether a conditional rezoning would be appropriate for the subject site.

Staff discussed spot zoning stating that spot zoning can be more nuanced than just one zoning district surrounded by other zoning district. Staff stated that there may be instances in which a zoning district may be appropriate as it may provide services or uses that would benefit the neighborhood such as a corner store in a residential neighborhood. She noted the OS district across 32nd Street highlighting the proximity of that district to the subject property. Staff clarified the site is around 21,000 square feet in area and the lot could be subdivided to create two single-family lots; however, a challenge of this property is establishing a safe access point from 32nd Street on to the site. Staff noted that the property is located on a curved portion of 32nd Street and that safe access to the site would be reviewed no matter the property use. Staff noted the applicant is actively working with the Engineering Department to consider the safest point of access. Staff stated that parking along 32nd Street would not be allowed, and parking would need to be provided on the subject property. Staff stated that site plan review would be required for any residential development of more than two units and any commercial uses.

The Commission asked if the property had a building currently and staff noted that the lot was vacant and clarified that single-family and two-family dwellings would be allowed in an existing building only. The Commission questioned who owned the OC district to the

west and staff clarified that it is owned by the City of Dubuque and it is platted as part of the public right-of-way.

The Commission asked if the parcel had unseen issues that would explain why it has been on the market for so long or why it hadn't been developed to-date. Staff noted that there are no major site constraints from the City's perspective and that the property is developable.

The Commission questioned how many multi-family residential units could be constructed on the property. Staff stated that based on site area alone in the OR district a maximum of 19 dwelling units could be constructed; however, the calculations do not take into consideration other development requirements such as open space, parking spaces, drive aisles, etc. which would reduce the buildable area of the site. Staff clarified that any future rezoning requests would require review by the Zoning Advisory Commission and City Council.

The Commission discussed the project and noted the neighbors have battled to keep the area R-1, the arterial is a natural break between residential and commercial uses and said there is no benefit to the neighborhood in switching to OR. The Commission acknowledged that parking would need to be provided on the property and traffic for a real estate office would be generally minimal. They discussed how the Northwest Arterial is a natural break between residential and commercial uses. The Commission noted that a conditional rezoning could be considered but it would still be rather vague in this case a site plan would be helpful to see during the rezoning request as low intensity office use might be an acceptable use here.

Recommendation

The Zoning Advisory Commission makes motions in the affirmative. If the motion to approve receives zero "ayes" and five "nays" it means the motion fails. The result is effectively a recommendation to the deny the request.

The Zoning Advisory Commission motioned to recommend approval of the rezoning request as presented. With a vote of 0 ayes to 5 nays, the Zoning Advisory Commission is recommending the City Council deny the rezoning request.

Letters of opposition were submitted 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.

A super 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, Chairperson
Zoning Advisory Commission

The Honorable Mayor and City Council Members
Page 4

Attachments

cc: Sherry Erlich – 558 Mill Run – Dubuque, IA
Earlyn J. & Judith L. Loeffelholz – 1901 W. 32nd Street – Dubuque, IA

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: W 32nd St. (south east of NW Arterial and W 32nd St.)
Legal Description/Parcel ID#/Subdivision: Bal. of Lot 2-1-4 of NE 1/4 of Sec. 16, T89N, R2E (1016227007)
Existing Zoning: R-1 Proposed Zoning: OR Site Area (square feet/acres): 0.91 ac.
Historic District: _____ andmark: ☐ Yes ☒ No

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

Rezoned to be able to put up an office building and parking area.

C. Applicant/Agent Information

Name: Sherry Ehrlich Phone: (563) 583-1111
Address: 558 Mill Run City: Dubuque
State: IA Zip: 52002 Email: sherry@1111realty.house

D. Property Owner(s) Information

Name(s): Earlyn J. & Judith L. Loeffelholz Phone: 563.451.2665
Address: 1901 W 32nd St. City: Dubuque
State: IA Zip: 52001 Email: _____

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

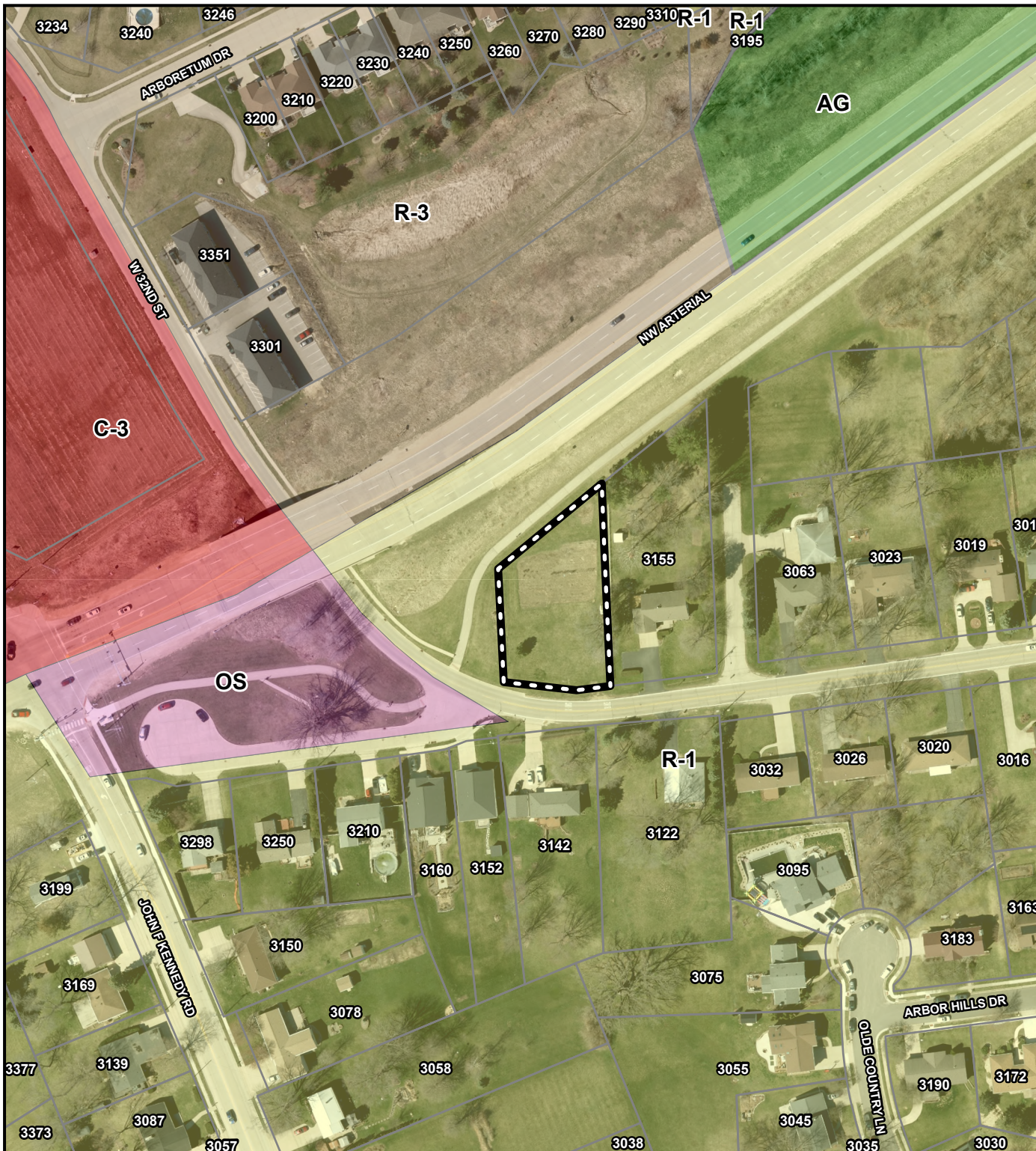
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted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

Applicant/Agent: Sherry Ehrlich Date: 7/21/25

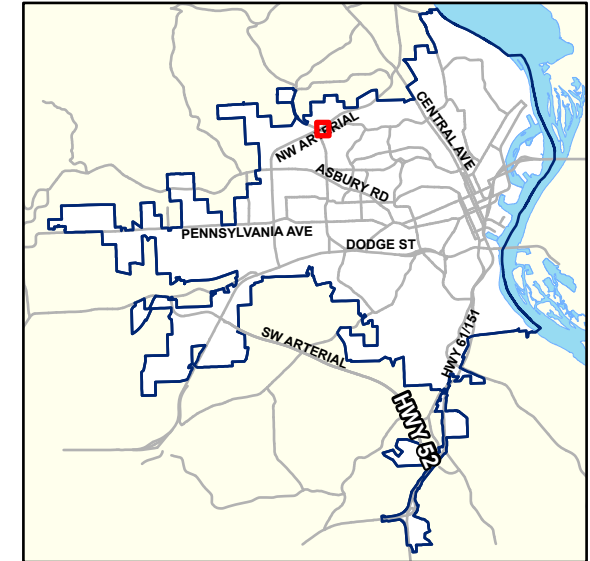
Property Owner(s): Earlyn Loeffelholz & Judith Loeffelholz Date: 7-21-25

FOR OFFICE USE ONLY

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



Vicinity Map



Applicant: Sherry Ehrlich

Location: West 32nd Street – PIN 1016227007

Type: Rezoning

Description: To rezone property from R-1 Single-Family Residential to OR Office Residential zoning district.

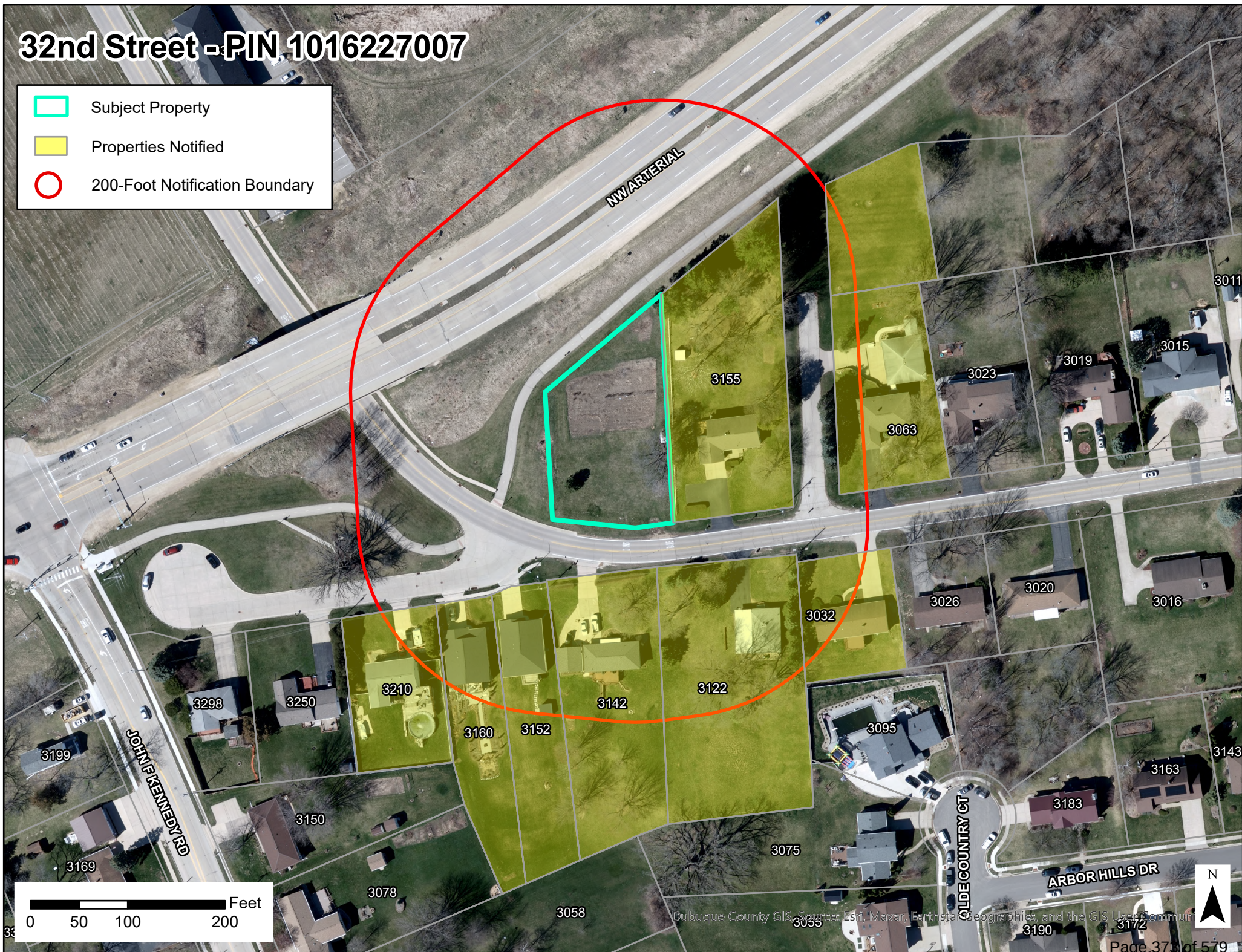
 Subject Property

0 62.5 125 250
 Feet



32nd Street - PIN 1016227007

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



3351

- Percent of area opposed:**
42,767 sq. ft./100,462 sq. ft. =
42.6%



August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) object to any change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL

COMMENTS:

No change!

Name(s) of Respondents:

Daniel J. Dura

Resident Address:

3122 W 32nd St

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

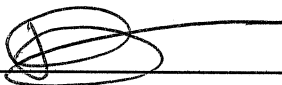
As Residents in the neighborhood and adjacent to the proposed property,

I (We) object to any change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL

COMMENTS: Were worried about ~~more~~ more traffic &
no extra parking. Want to keep as Residential area.

Name(s) of Respondents:  Kristina Turnis

 Ronald Sturnis

Resident Address: 3142 W. 32nd St Dubuque 1452001

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) object to any change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL

COMMENTS:

This should be considered
spot zoning and needs to stay R-1

Name(s) of Respondents:

Nicole Sacka

Resident Address:

3210 West 32nd St.

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) object to any change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL

COMMENTS: See enclosed letter.

Name(s) of Respondents: Richard Voss

Genevieve E. Voss

Owner Resident Address: W. 32nd St



Richard Voss

3160 W. 32nd St.
Dubuque, IA 52001-1029



To: Zoning Advisory Commission
Concerning: West 32nd St pin 1016227007
From: Genene Voss, 3160 W 32nd St

My husband and I are against any
change to zoning on W 32nd St.

We bought our home with intent of
living in a neighborhood of single
family dwellings, not a business outlet.

Your consent to this business request would
be taking that type of community away
from us.

We also feel there would be parking
issues, not only for the neighborhood
visitors, but bikers, walkers and
city maintenance vehicles. There isn't
much street parking, so a business,
multi-family or apartments, would all

put stress on availability to park
on roadside vs driveways.

There should be room on that
lot for 2 single family dwellings.
In taxes, the city should have
a good gain.

We aren't zoned for business
and we hope you don't disrupt
our neighborhood by changing
the zoning code. I read that
Duluth is in need for single
family dwellings. We would
welcome a couple of single
family homes to fill out
our neighborhood.

Sincerely,

Richard & Genevieve Voss

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) object to any change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL COMMENTS: ⊕ Rezoning of a single parcel or a small area to a different zoning classification than the surrounding properties is the definition of "Spot Zoning". This application seems to be exactly that. No significant need nor public benefit is evidenced; and it serves as a starting point of zoning erosion into a long established R-1 neighborhood. We love our neighborhood. We chose our home based on this and other qualities.

⊕ We also believe that the Northwest Arterial serves as a logical line of demarcation: R-1 on SouthEast side and Other zones more commercial or business oriented and R-3/4 to the NorthWest Side.

⊕ Referring to the information found in Dubuque's Zoning Website Section 16-5-7 OR Office Residential the listings of Principal Permitted Uses, Conditional Uses and Accessory Uses seem "non-fit" for this location.

Name(s) of Respondents: Joan Marie Heitzman

Ronald C. Heitzman

Resident Address: 3152 W 32nd St.

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) object to any change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL

COMMENTS: we would prefer to keep it R-1

Name(s) of Respondents: Constance L. Klein

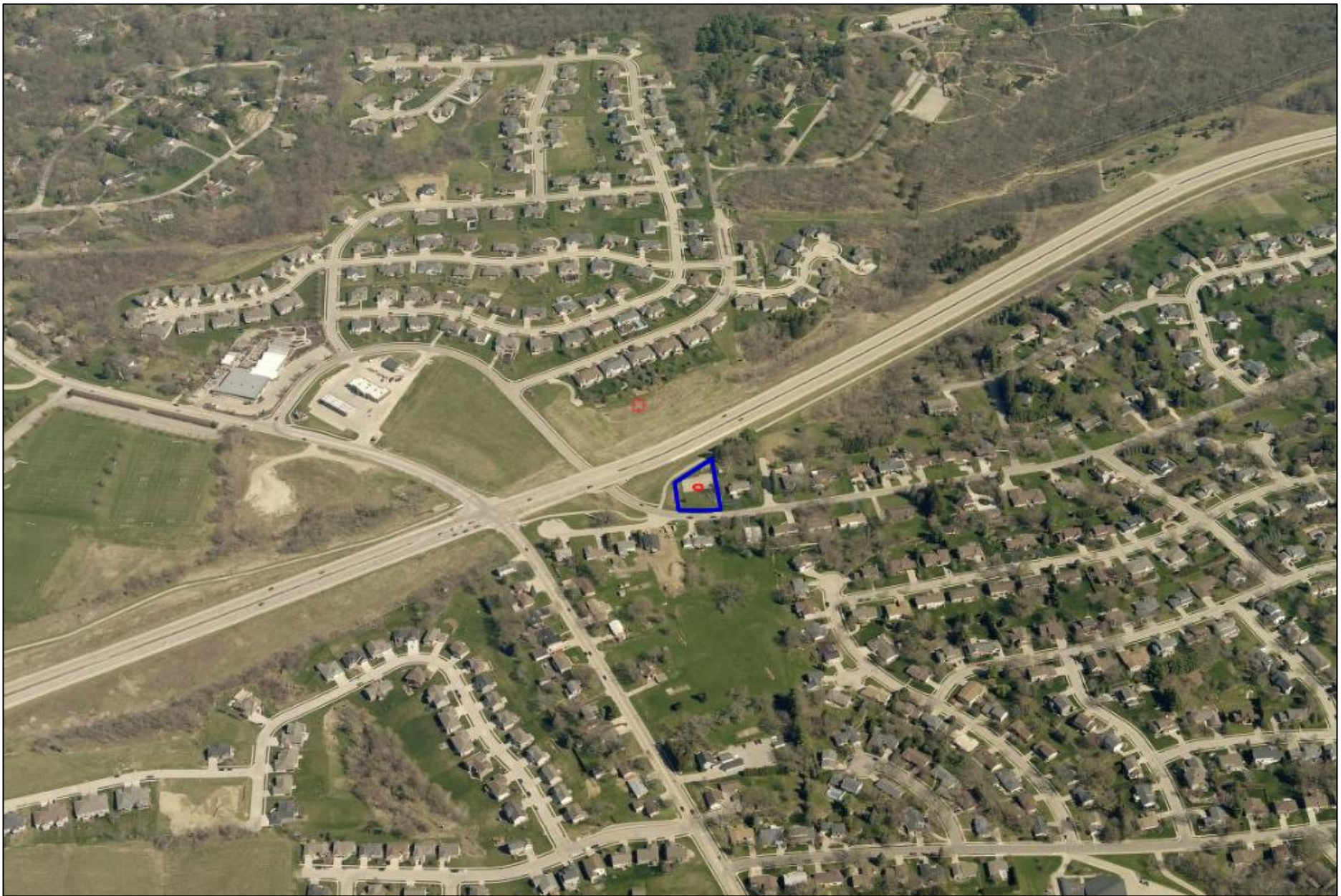
Van R. Klein

Resident Address: 3063 W. 32nd St.

32nd Street – PIN 1016227007
Rezoning Request



32nd Street – PIN 1016227007
Rezoning Request



Property Address: West 32nd Street – PIN 1016227007

Property Owner: Earlyn J. and Judith L. Loeffelholz

Applicant: Sherry Ehrlich

Description: To rezone property from R-1 Single-Family Residential to OR Office Residential zoning district.

Proposed Land Use: Office Residential

Proposed Zoning: OR

Existing Land Use: Vacant

Existing Zoning: R-1

Adjacent Land Use:

North – Northwest Arterial
 East – Residential
 South – Residential
 West – Residential/Open Space

Adjacent Zoning:

North – R-1/R-3
 East – R-1
 South – R-1
 West – R-1/OS

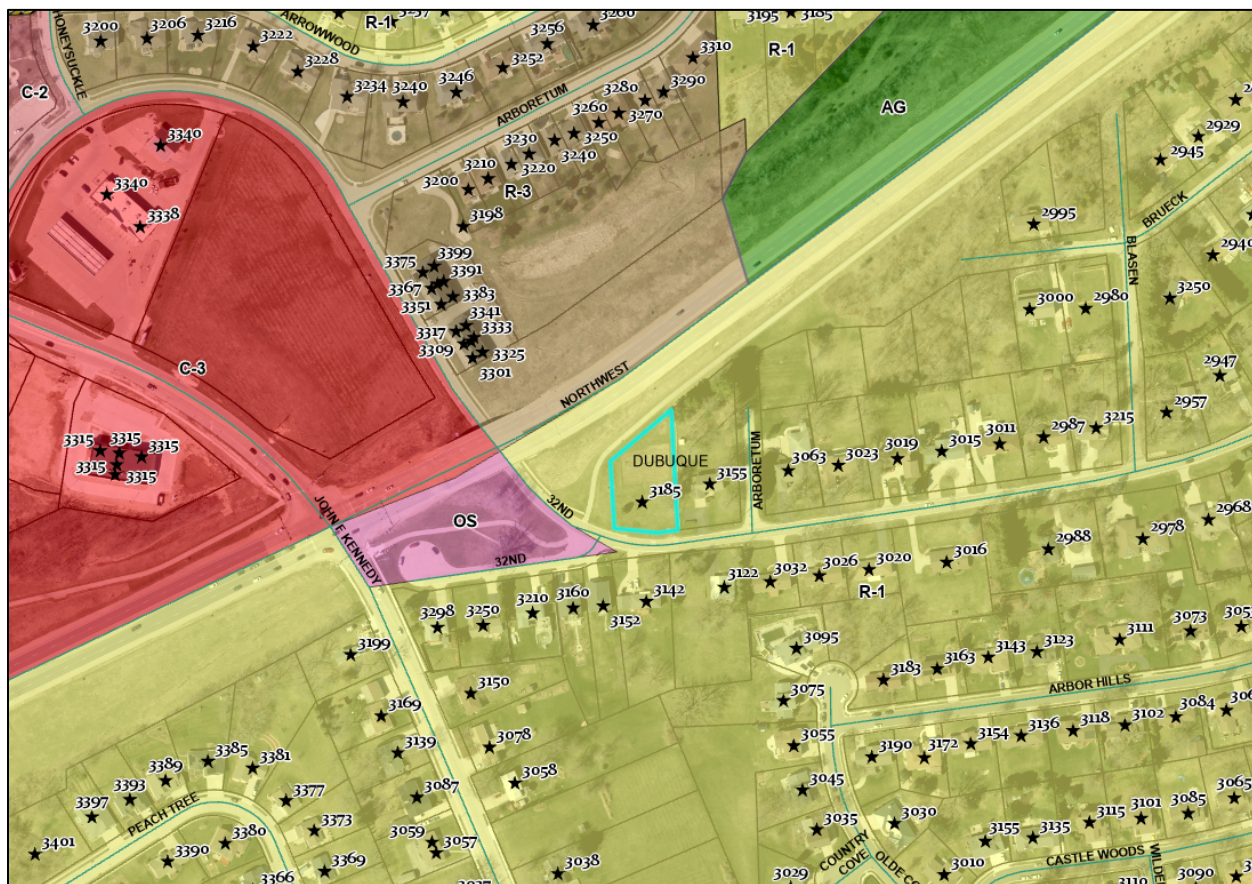
Former Zoning: Prior to 1975 – Single-Family
 1975 – R-1 Single-Family Residential
 1985 – R-1 Single-Family Residential

Total Area: 0.53 acres / 23,086 square feet

Property History: The property is located in an area of the City that has historically been zoned for single-family residential use. The subject property is vacant and was historically used for agriculture and/or gardening.

Physical Characteristics: The subject property is an approximately .53-acre (23,086 square feet) lot located along 32nd Street, just south of the Northwest Arterial. The property has remained undeveloped although it has historically been used for agricultural uses and a garden for adjacent residential uses. The property is primarily flat, and the surrounding development consists primarily of single-family residential uses, with some commercial and multi-family uses to the north and northwest across the Northwest Arterial.

Property view on next page.



Subject property and zoning of surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property as Public Open Space.

Impact of Request on:

Utilities: Existing utilities located along 32nd Street are adequate to serve the subject property.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes 32nd Street as a Minor Arterial. The most recent traffic counts are from 2013 and show an average annual daily count of 4,190 vehicles. The site is currently undeveloped and although rezoning of the subject property may result in additional vehicle counts, due to the size of the property and the limited uses that could be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts to the subject site or area.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: The subject property consists of one lot which is currently vacant. Any redevelopment of the property would be subject to review by the city's Development

Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

Adjacent Properties: The subject property is surrounded by residential uses to the west, south, and east. The property is directly bordered by a city bike/hike trail along the western and northern sides. To the north is the Northwest Arterial and across that are properties utilized for residential and commercial uses. The proposed rezoning would create a new OR district in the neighborhood and would change the zoning designation for the subject property only. The OR district would allow for additional uses beyond the current R-1 district such as higher density residential uses and low intensity commercial uses. The subject property is small generally and as such may not be conducive to some of those uses. Additionally, any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively impact adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from R-1 Single-Family Residential to OR Office Residential zoning district.

The subject property is an approximately .53-acre (23,086 square feet) lot located along 32nd Street, just south of the Northwest Arterial. The property has remained undeveloped although it has historically been used for agricultural uses and a garden for adjacent residential uses. The property is primarily flat.

The subject property is surrounded by residential uses to the west, south, and east. The property is directly bordered by a city bike/hike trail along the western and northern sides. To the north is the Northwest Arterial and across that are properties utilized for residential and commercial uses. The proposed rezoning would create a new OR district in the neighborhood and would change the zoning designation for the subject property only. The OR district would allow for additional uses beyond the current R-1 district such as higher density residential uses and low intensity commercial uses.

The Iowa Department of Transportation (IDOT) categorizes 32nd Street as a Minor Arterial. The most recent traffic counts are from 2013 and show an average annual daily count of 4,190 vehicles. The site is currently undeveloped and although rezoning of the subject property may result in additional vehicle counts, due to the size of the property and the uses that could be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts to the subject site or area.

The subject property would be adequately served by existing utilities in the area and public services and would be, regardless of the type of development on the site. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site

development. Therefore, the proposed rezoning is not anticipated to have an any adverse impacts on the environment.

The existing R-1 zoning district allows for nine (9) Principal Permitted Uses and the proposed OR zoning district allows for twenty (20) Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The five (5) uses highlighted in yellow are permitted in both zoning districts. A copy of the full summary of each zoning district is attached to this report.

Principal Permitted Uses	
R-1 Zoning District	OR Zoning District
Cemetery, mausoleum, or columbarium.	Art gallery, museum, or library.
Community gardens.	Artist studio.
Golf course.	Community gardens.
Maternity group home.	General office.
Parks, public or private, & similar natural recreation areas	Hospice.
Place of religious exercise or assembly.	Housing for the elderly or persons with disabilities.
Public, private, or parochial school approved by state of Iowa (K-12).	Licensed childcare center.
Railroad or public or quasi-public utility, including substation.	Maternity group home.
Single-family detached dwelling.	Medical office.
	Mortuary or funeral home.
	Multi-family dwelling.
	Nursing or convalescent home.
	Parking structure.
	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.
	Registered child development home.
	School of private instruction.
	Single- or two-family dwelling within an existing structure only.
	Townhouse.

Approval of the proposed rezoning is not anticipated to substantially alter the fabric of the area. The subject property is fairly small in size and consequently scale of development on the subject site would be limited.

The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property area as Public Open Space.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by



Date: 7/31/2025

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:

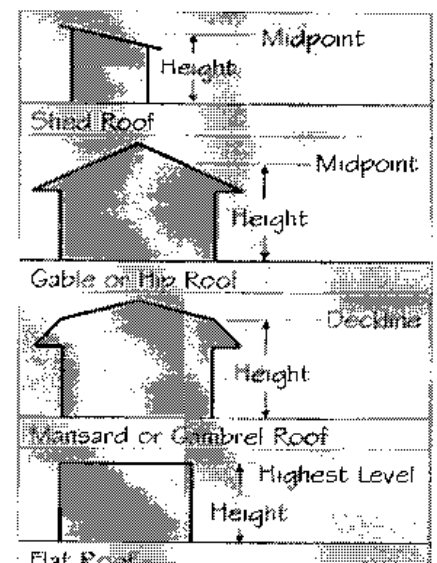
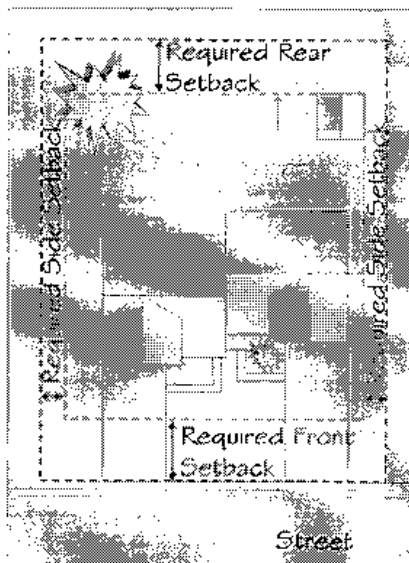
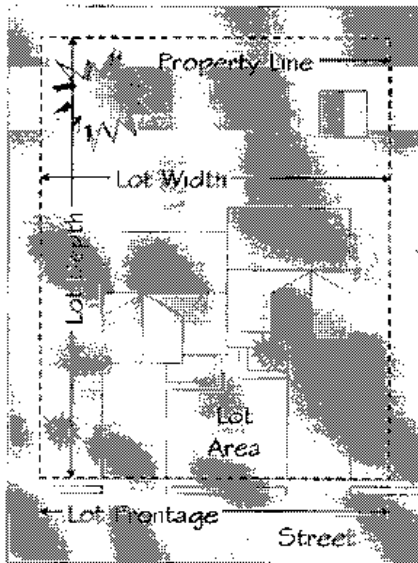
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

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)

16-5-7: OR OFFICE RESIDENTIAL:

The OR district is intended to serve as a transition zone between commercial and single- and two-family residential areas permitting adaptive reuse of existing building stock, which will normally be residential in character. This OR district is not intended to have any application in undeveloped or newly developing areas of the city or on land made vacant through intentional demolition. Development standards remain flexible to allow conservation and reuse of existing buildings. This district should be located in areas abutting arterial and/or collector streets which are, because of location and trends, suitable for development of low intensity office uses, and high intensity residential uses. (Ord. 52-09, 10-19-2009)

16-5-7-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the OR district:

- Art gallery, museum or library.
- Artist studio.
- Community gardens.
- General office.
- Hospice.
- Housing for the elderly or persons with disabilities.
- Licensed childcare center.
- Maternity group home.
- Medical office.
- Mortuary or funeral home.
- Multi-family dwelling.
- Nursing or convalescent home.
- Parking structure.
- Place of religious exercise or religious assembly.
- Public, private, or parochial school approved by state of Iowa (K - 12).
- Railroad or public or quasi-public utility, including substation.
- Registered child development home.
- School of private instruction.
- Single- or two-family dwelling unit within an existing structure only.
- Townhouse (2 or more laterally attached units). (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 19-20, 5-18-2020; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2024)

16-5-7-2: CONDITIONAL USES:

The following conditional uses are permitted in the OR district, subject to the provisions of section 16-8-5 of this title:

- Accessory dwelling unit.
- Bed and breakfast home.
- Bed and breakfast inn.
- Group home.
- Licensed adult day services.
- Off premises residential garage.
- Off street parking.
- Photographic studio.
- Private club.
- Rooming or boarding house.
- Tour home.
- Tourist home.
- Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 20-22, 5-20-2022)

16-5-7-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

- Crematorium accessory to a mortuary or funeral home.
- 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.
- 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. 54-15, 8-17-2015)

16-5-7-4: 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)

16-5-7-5: 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)

16-5-7-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

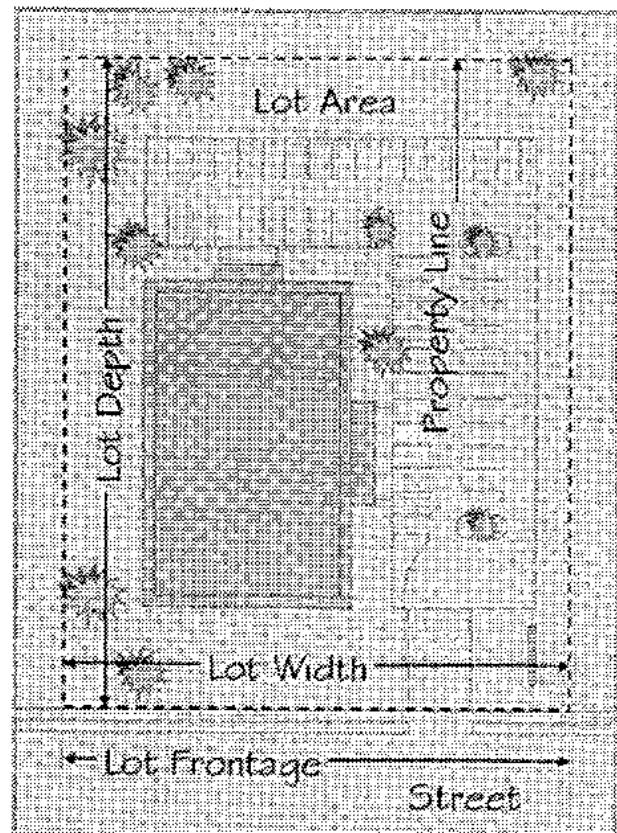
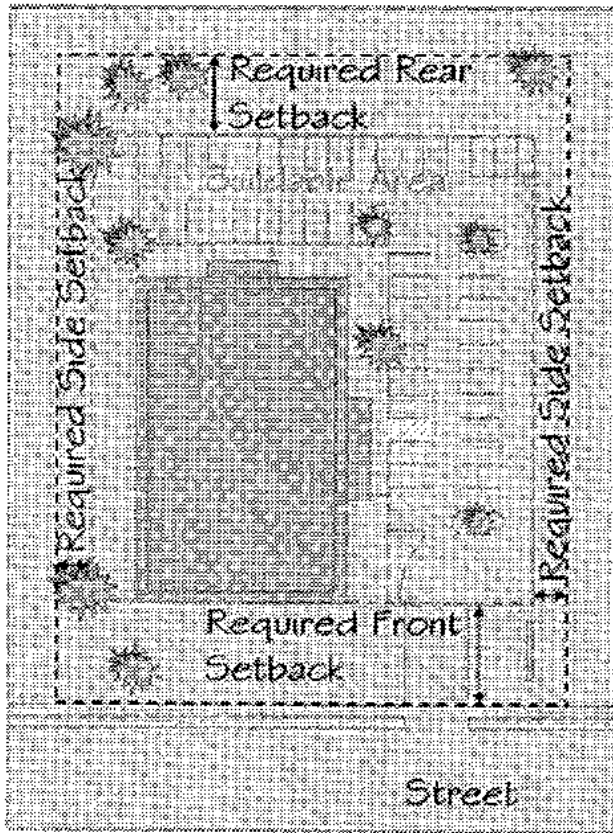
16-5-7-7: BULK REGULATIONS:

OR Office Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum	Maximum			
OR Office Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum	Maximum			
Permitted uses:								
General office	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Hospice	5,000 sq. ft.	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Housing for the elderly or disabled	10,000 sq. ft.	-	-	-	-	3 ft. ¹	10 ft.	40 ft.
Medical office	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Mortuary, funeral home	-	-	50%	20 ft.	-	3 ft. ¹	10 ft.	40 ft.
Multi-family dwelling	1,200 sq. ft./du	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Nursing or convalescent home	10,000 sq. ft.	100 ft.	50%	20 ft.	-	3 ft. ¹	10 ft.	40 ft.
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	50%	20 ft.	-	3 ft.	10 ft.	75 ft. ²
Single-family detached dwelling	5,000 sq. ft.	50 ft.	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
Townhouse	1,200 sq. ft./du	16 ft./du	50%	20 ft.	-	3/0 ft.	10/0 ft.	40 ft.
Two-family dwelling	5,000 sq. ft.	50 ft.	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
All other permitted uses	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
Bed and breakfast inn	-	-	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
Group home	5,000 sq. ft.	50 ft.	50%	-	-	3 ft.	10 ft.	40 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Off premises residential garage	-	-	50%	20 ft.	-	3 ft.	10 ft.	15 ft.
Photographic studio	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Private club	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Rooming or boarding house	5,000 sq. ft.	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.

Notes:

1. When abutting a residential district, a 6 foot side setback is required.

2. 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.



(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. Breifelder, 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 3185 WEST 32ND STREET (PIN 1016227007) FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO OR OFFICE RESIDENTAIL 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 OR Office Residential District, to wit:

Balance of Lot 2 of Lot 1 of Lot 4, and Lot 2 of Lot 1 of Lot 7, of the North East ¼ of Section 16, Township 89 North, Range 2 East of the 5th P.M., 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. Breifelder, City Clerk

West 32nd Street (PIN 1016227007)

To rezone portion of property from R-1 Single-Family Residential to OR Office Residential zoning district.

Presentation to City Council
August 18, 2025



Vicinity Map



Applicant: Sherry Ehrlich

Location: West 32nd Street – PIN 1016227007

Type: Rezoning

Description: To rezone property from R-1 Single-Family Residential to OR Office Residential zoning district.

 Subject Property

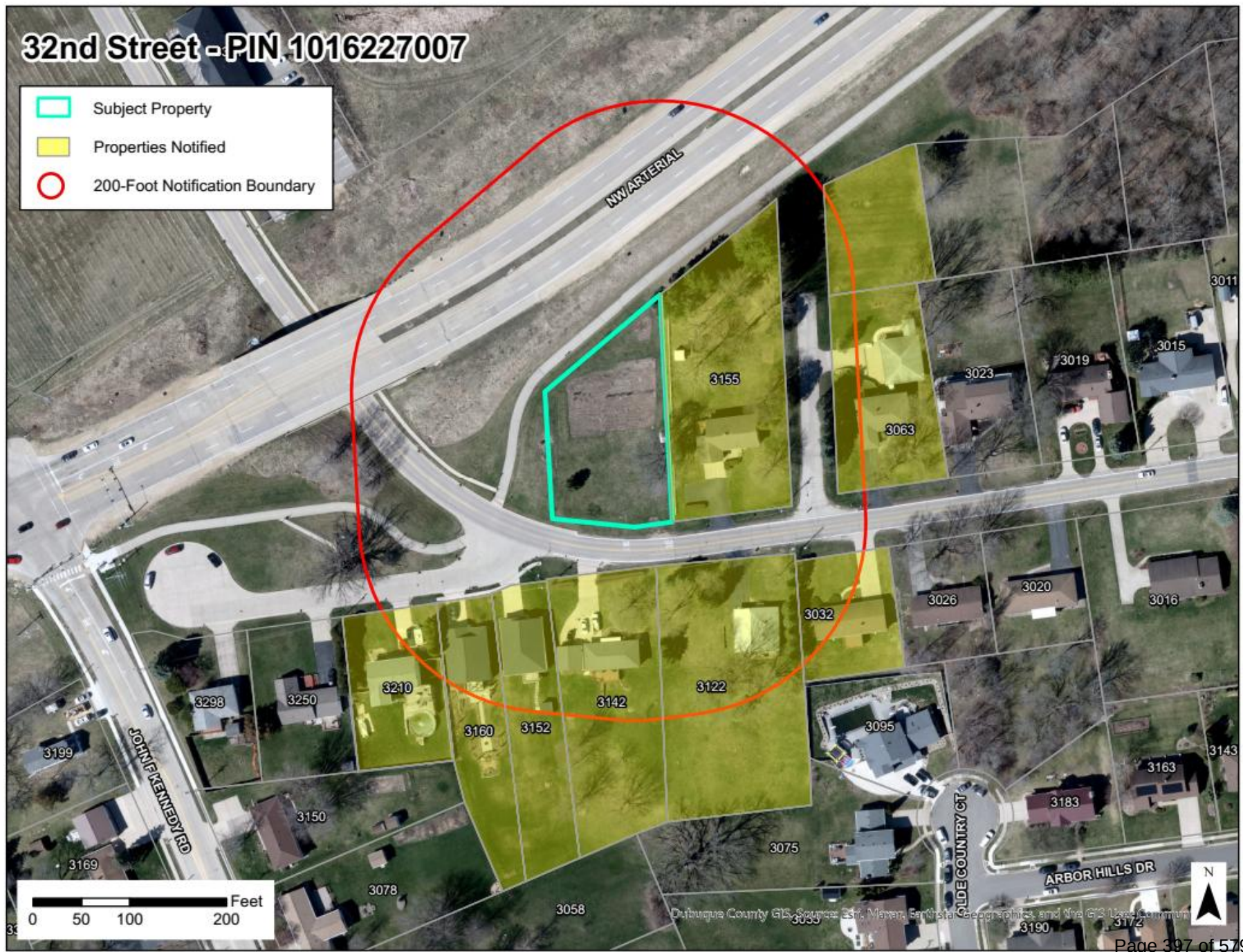
0 62.5 125 250
Feet



1:2,000

32nd Street - PIN 1016227007

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



Project Site

- **Property & Zoning History:**
 - Single-Family Residential
- **Project Site:**
 - .53 acres/23,086 sq. ft
 - 32nd Street, just south of NW Arterial
 - Site is undeveloped/vacant
- **Adjacent Land Use:**
 - North – Residential (R-3) & NW Arterial
 - East – Residential (R-1)
 - South – Residential (R-1)
 - West – NW Arterial ROW (OS) & Residential (R-1)
- **Adjacent Properties:**
 - Single-family residential uses to the west, south, and east.
 - NW Arterial to the north
 - R-3 and C-3 across the NW Arterial
- **Traffic Patterns/Counts:**
 - W. 32 is classified as a Minor Arterial – 4,190 average annual daily vehicle trips (2013)
 - Northwest Arterial is classified as a Major Arterial – 11,800 average daily vehicle trips (2021)

R-1 vs OR Permitted Uses

Principal Permitted Uses	
R-1 Zoning District	OR Zoning District
Cemetery, mausoleum, or columbarium.	Art gallery, museum, or library.
Community gardens.	Artist studio.
Golf course.	Community gardens.
Maternity group home.	General office.
Parks, public or private, & similar natural recreation areas	Hospice.
Place of religious exercise or assembly.	Housing for the elderly or persons with disabilities.
Public, private, or parochial school approved by state of Iowa (K-12).	Licensed childcare center.
Railroad or public or quasi-public utility, including substation.	Maternity group home.
Single-family detached dwelling.	Medical office.
	Mortuary or funeral home.
	Multi-family dwelling.
	Nursing or convalescent home.
	Parking structure.
	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.
	Registered child development home.
	School of private instruction.
	Single- or two-family dwelling within an existing structure only.
	Townhouse.

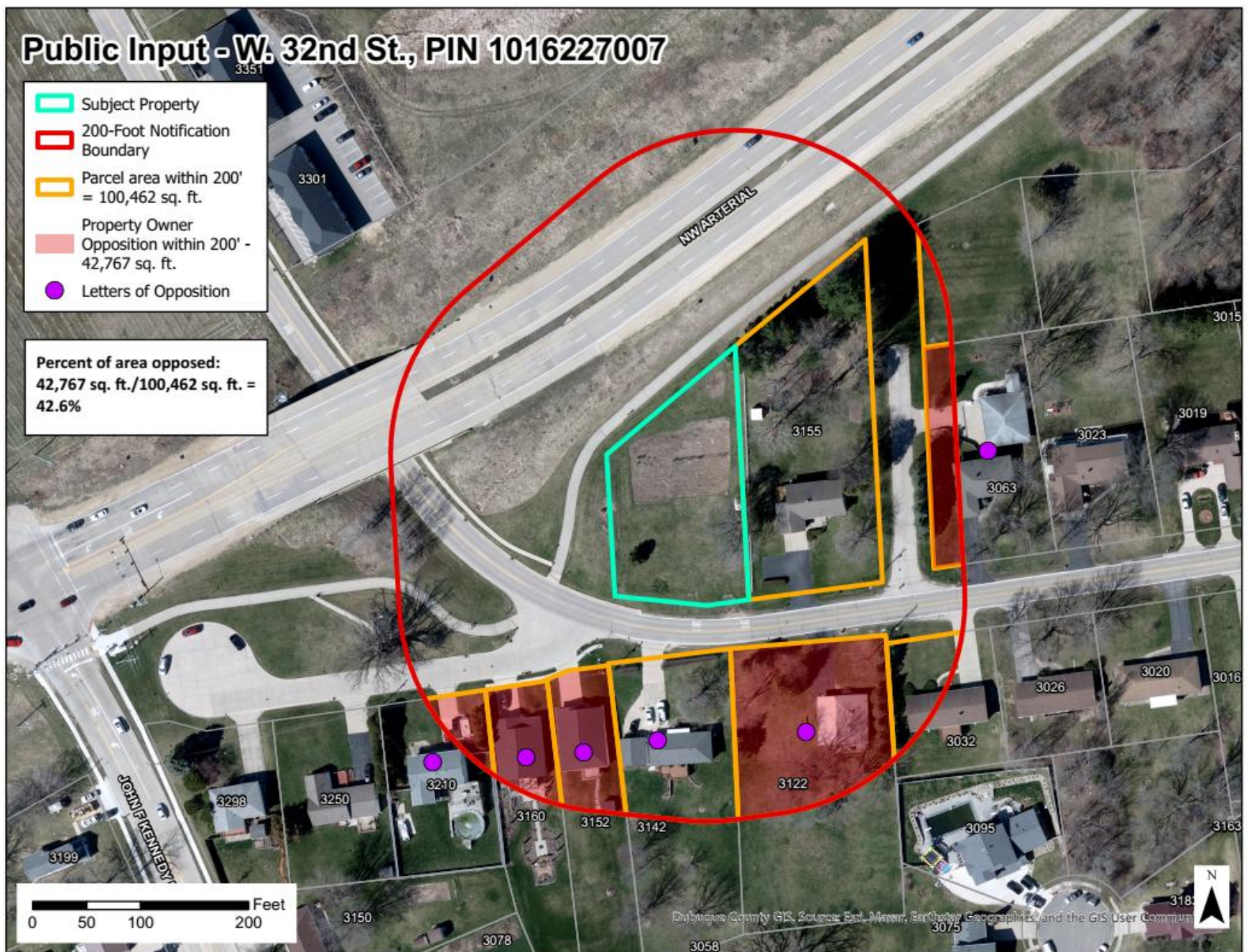
Public Input

➤ Public input provided:

- Letter of Opposition – Daniel J. Dura (3122 W 32nd St)
- Letter of Opposition – Kristina & Ronald Turnis (3142 W 32nd St)
- Letter of Opposition – Nicole Jackson (3210 W 32nd St)
- Letter of Opposition – Richard & Genevieve Voss (3160 W 32nd St)
- Letter of Opposition – Joan & Ronald Heitzman (3152 W 32nd St)
- Letter of Opposition – Constance & Vern Klein (3063 W 32nd St)

- Subject Property
- 200-Foot Notification Boundary
- Parcel area within 200' = 100,462 sq. ft.
- Property Owner Opposition within 200' - 42,767 sq. ft.
- Letters of Opposition

Percent of area opposed:
42,767 sq. ft./100,462 sq. ft. =
42.6%



Zoning Advisory Commission Recommendation

The Zoning Advisory Commission motioned to recommend approval of the rezoning request as presented. With a vote of 0 ayes to 5 nays, the Zoning Advisory Commission is recommending the City Council deny the rezoning request.

Letters of opposition were submitted 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.

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

Applicant Request to Remand to ZAC

The applicant has submitted a letter requesting that the Council remand the rezoning request back to the Zoning Advisory Commission for consideration of a conditional rezoning.

If remanded back to the Zoning Advisory Commission, the property owners would be renotified of the conditional rezoning.

QUESTIONS?

City Council Members,

After reviewing the comments from the Zoning Advisory Commission and engaging in conversations with City staff, we respectfully request that our rezoning application be remanded back to the Commission for consideration as a conditional rezoning. This step would provide us the opportunity to:

- ***Present a revised request to conditionally rezone the property specifically for use as a real estate office.***
- ***Share a proposed site layout for the Commission's consideration.***
- ***Provide additional market data and site information supporting the proposed use.***

We would greatly appreciate the chance to continue this dialogue with the Commission before any action is taken at the City Council level.

Kind regards,

Sherry Ehrlich

Subject: Rezoning Application – Loeffelholz Lot

Dear

You may have recently received—or will soon receive—a notice from the City regarding a rezoning application for the Loeffelholz lot, located at the beginning of the bike/walking path. You may recognize this property as the site of a long-standing garden.

My name is Sherry Ehrlich. I currently have an accepted offer on this property, contingent upon its successful rezoning to **OR – Office/Residential**.

My daughter Ava and I are the owners of **Eleven | Eleven Realty**, a small, family-run real estate company. We are not affiliated with large franchises like ReMax, Exit, Keller Williams, Coldwell Banker, or Century 21. Our vision has always been to create a warm, welcoming office space that reflects our values and serves as a long-term home for our business.

This lot would be the perfect fit. We're excited about the possibility of building something that reflects who we are and what we do—something we can be proud of.

To provide full transparency: our offer was originally a backup. The primary offer was from a party seeking **R-4 Multi-Family Residential** zoning. We recently became the primary offer after that party asked for more time to prepare for the zoning meeting. If our **OR – Office/Residential** zoning request is denied, it's possible the original party may reapply for **R-4 Multi-Family Residential** zoning.

We're reaching out to share our vision and invite your support, should you have a preference. We believe that a small, owner-occupied office space—professional, low-impact, and thoughtfully designed—would be a more appropriate and beneficial fit for this location than high-density residential development.

Additionally, the existing **R-1 Single-Family Residential** zoning presents challenges due to the lot's location. With the bike/walking path running closely along two sides of the property, a future homeowner may have concerns about privacy and safety. In contrast, this unique setting would work well for a quiet office, offering visibility without intrusion.

Ava and I are committed to being respectful, thoughtful neighbors. We've waited many years for the right opportunity to build something of our own. This would be more than just an office—it would be a legacy project for our family and our future.

If you have any questions or would like to talk further, I would be happy to connect. My contact information is below.

Kind regards,

 563-583-1111

 Sherry@1111realty.house

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Water System Improvements 2024 North English Road Water Main Extension Project - Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost of \$1,620,000.00 for the Water System Improvements 2024 North English Road Water Main Extension project, and City Manager recommending approval.
RESOLUTION Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project

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

ATTACHMENTS:

1. MVM Memo
2. N Cascade Rd to N English Rd WM Extension Public Hearing Memo 8.18.2025
3. Updated Letting (Hrg Only) (North English Rd) (Dubuque #26 2025)-v1 8.18.2025

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

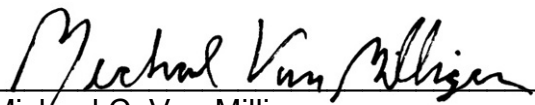
SUBJECT: Water System Improvements 2024 North English Road Water Main Extension project - Public Hearing

DATE: August 12, 2025

Water Department Director Christopher Lester is recommending City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost of \$1,620,000.00 for the Water System Improvements 2024 North English Road Water Main Extension project.

North English Road Water Main Extension project that will bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road. This project will allow continued extensions, looping water main along the SW Arterial between USHWY 151/61 to USHWY 20 while also providing service between pressure zones and increasing water service reliance to the city's southern and western most customers.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: August 12, 2025

SUBJECT: Water System Improvements 2024 North English Road Water Main Extension project - Public Hearing

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Water System Improvements 2024 North English Road Water Main Extension project.

BACKGROUND

The City of Dubuque's Water Department has identified a phased capital improvement program to extend and make necessary improvements throughout the community. The improvements are primarily associated with the water distribution system. These improvements will address water resiliency, reduce bottlenecks, improve water storage and pumping at key locations throughout the community to support the existing customer base and prepare the city for increased demands associated with existing and new customers. The improvements will also assist the City's need to reduce and better manage dead-end water mains and other areas where the water age and water quality can suffer due to lack of circulation.

In 2022, Origin Design was awarded the City-Wide Water Distribution System, Storage, and Pumping Improvements Project and completed the preliminary design identifying five (5) capital projects.

One of the five projects is the North English Road Water Main Extension project that will bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road. This project will allow continued extensions, looping water main along the SW Arterial between USHWY 151/61 to USHWY 20 while also providing service between pressure zones and increasing water service reliance to the city's southern and western most customers.

Origin also prepared and assisted the City in securing an Iowa SRF loan for the proposed improvements, and a Planning and Design Loan.

DISCUSSION

Origin Design completed the plans and specifications for the installation of a 12-inch water main extension starting at Edval Lane on N. Cascade Road south to the SW Arterial. At the

intersection with the SW Arterial, the main will head west to North English Mill Road, turning north along North English Road for approximately 1,100 feet.

The North English Road water main extension creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south to the English Mill Pump Station.

This project has been awarded funds from the Iowa State Revolving Fund (SRF) program and was advertised for bids June 18, 2025.

PROJECT SCHEDULE

The revised schedule for the project is as follows:

Council Initiate	June 16, 2025
Advertise for Bids and Publish the Public Hearing Notice	June 18, 2025
Revised Notice to Bidders Posted	July 22, 2025
Public Hearing	August 18, 2025
Receipt of Bid Proposals	August 21, 2025
Award Construction Contract	September 2, 2025
Substantial/Operational Completion Date	May 1, 2026
Final Project Completion Date	June 1, 2026

BUDGET IMPACT

The total project funds identified in the SRF IUP for all five projects included in the City-Wide Water Distribution System, Storage, and Pumping Improvements Project is \$17,450,000.

Each of the projects are part of a comprehensive City-wide initiative to extend water service in and around the SW Arterial area and are programmed in the capital program as individual projects and funded across several fiscal years.

The estimate of probable cost for the Water System Improvements 2024 North English Road Water Main Extension project is summarized as follows:

Description	<u>Estimate</u>
Construction Contract	\$1,620,000
Contingency	\$162,000
Total Project Cost	<u>\$1,782,000</u>

The funding summary is:

CIP	Funding Source	Amount
4281000048	State of Iowa Revolving Fund	\$1,782,000
Total Project Funding		<u>\$1,782,000</u>

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost for the Water System Improvements 2024 North English Road Water Main Extension project.

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

August 12, 2025

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: North English Road Water Main Extension Project
Our File No. 430411-26

Dear Jenny:

We have prepared and attach the proceedings related to the hearing on, and approval of, the plans and specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project.

The materials attached include the following items:

1. Minutes of the August 18, 2025, City Council meeting covering the hearing on the plans and specifications. If there are no objections filed and if there are no objectors present at the meeting, please insert the word “no” in the blank space provided. If there are objectors, they should be listed with their names and the nature of their objections.
2. Resolution finally approving and confirming plans, specifications and form of contract.
3. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Christopher Lester
Crenna Brumwell
Adrienne Breitfelder
Origin Design

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF
COST

430411-26 (L)

Dubuque, Iowa

August 18, 2025

The City Council of the City of Dubuque, Iowa, met on August 18, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, pursuant to published notice.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business • •

PUBLIC HEARING

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed North English Road Water Main Extension Project.

Upon investigation, it was found that _____ persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project as follows:

(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed North English Road Water Main Extension Project; whereupon, the Mayor declared the hearing closed.

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. _____

Resolution giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project

WHEREAS, the City Council of the City of Dubuque, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed North English Road Water Main Extension Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on August 18, 2025;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved August 18, 2025.

Mayor

Attest:

City Clerk

• • Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the North English Road Water Main Extension Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Travel as Professional Development: Lessons from Bakersville, NC and Brunei
SUMMARY:	Assistant City Manager Cori Burbach and Climate Action Coordinator Michelle Kim will present on their respective professional development travels to Bakersville, NC and Brunei.
SUGGESTED DISPOSITION:	Receive and File; Presentation

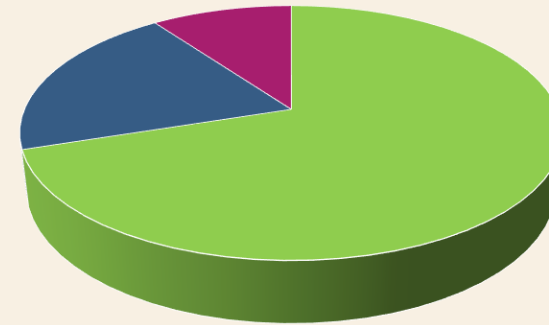
ATTACHMENTS:

1. Presentation_Uploaded 8.18.25



WORK TRAVEL AS PROFESSIONAL DEVELOPMENT

DEVELOPMENT PLANS AT THE CITY OF DUBUQUE



- Challenging Experiences & Assignments
- Developmental Relationships
- Coursework & Training



BAKERVILLE, NC

Cori Burbach

June 2025



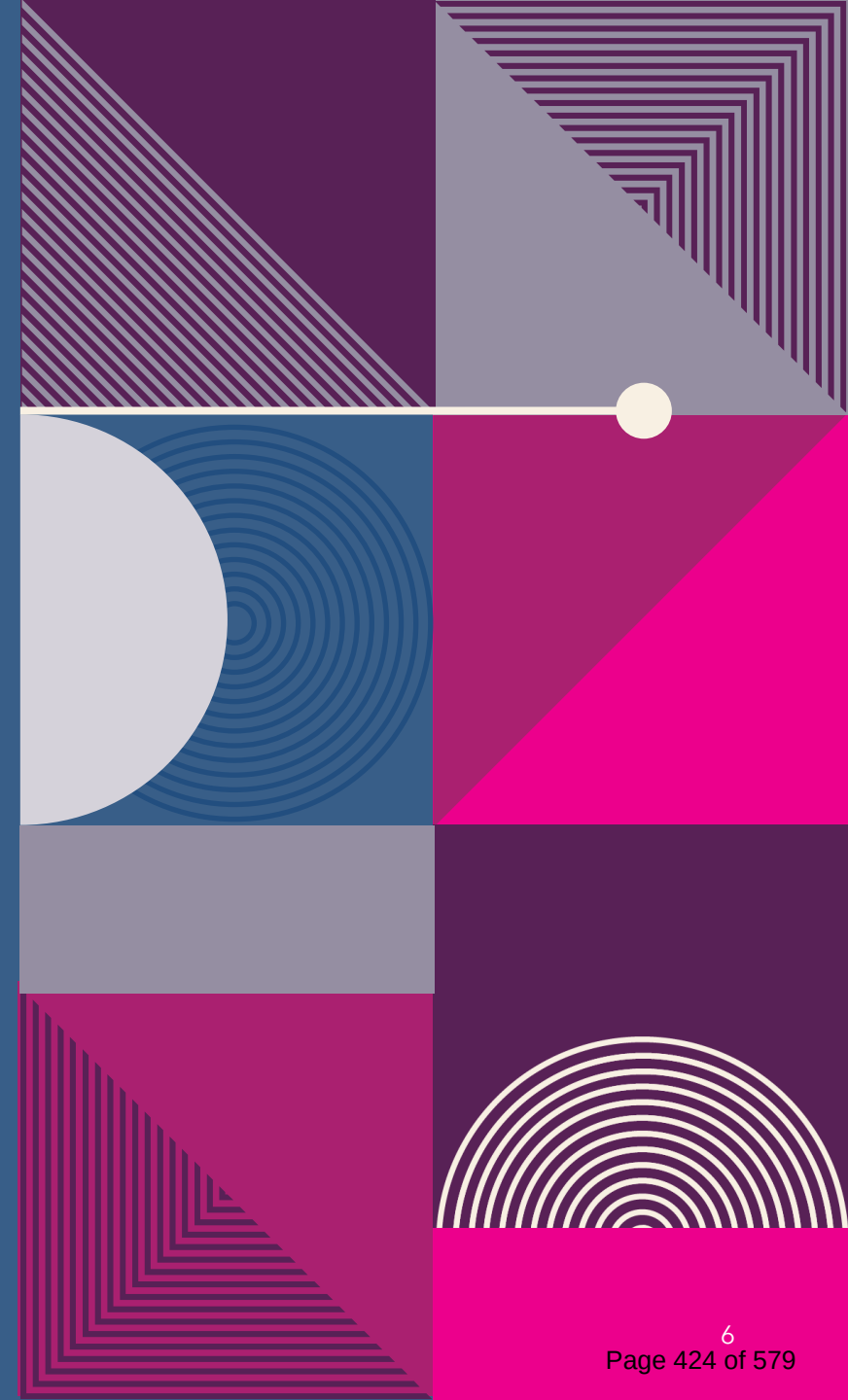
Bakersville DAT: Come Hell or High Water

**Communities
by Design**
an Architecture Foundation program

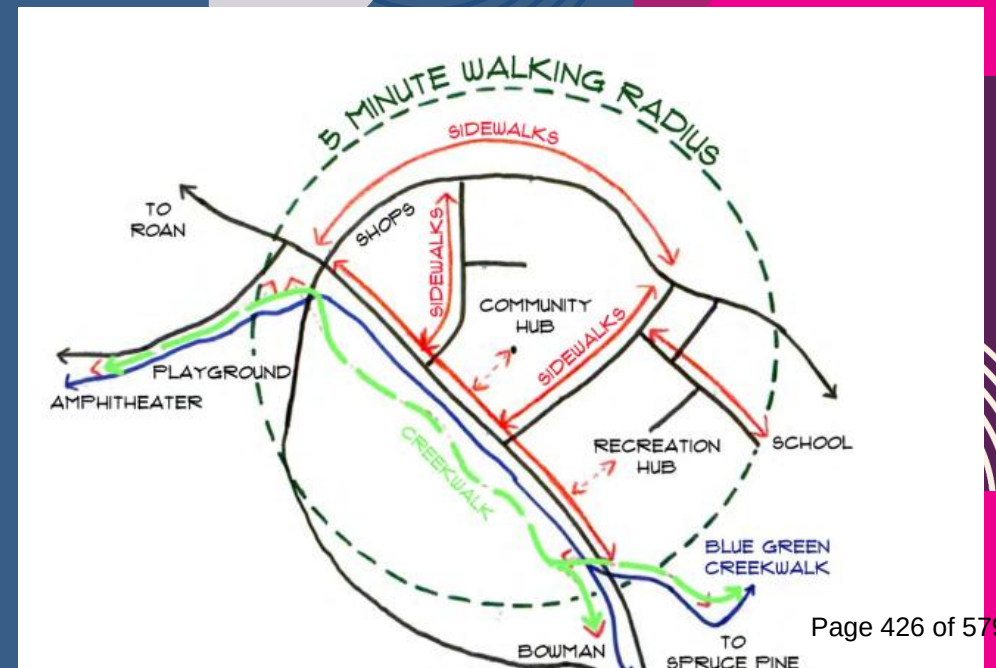
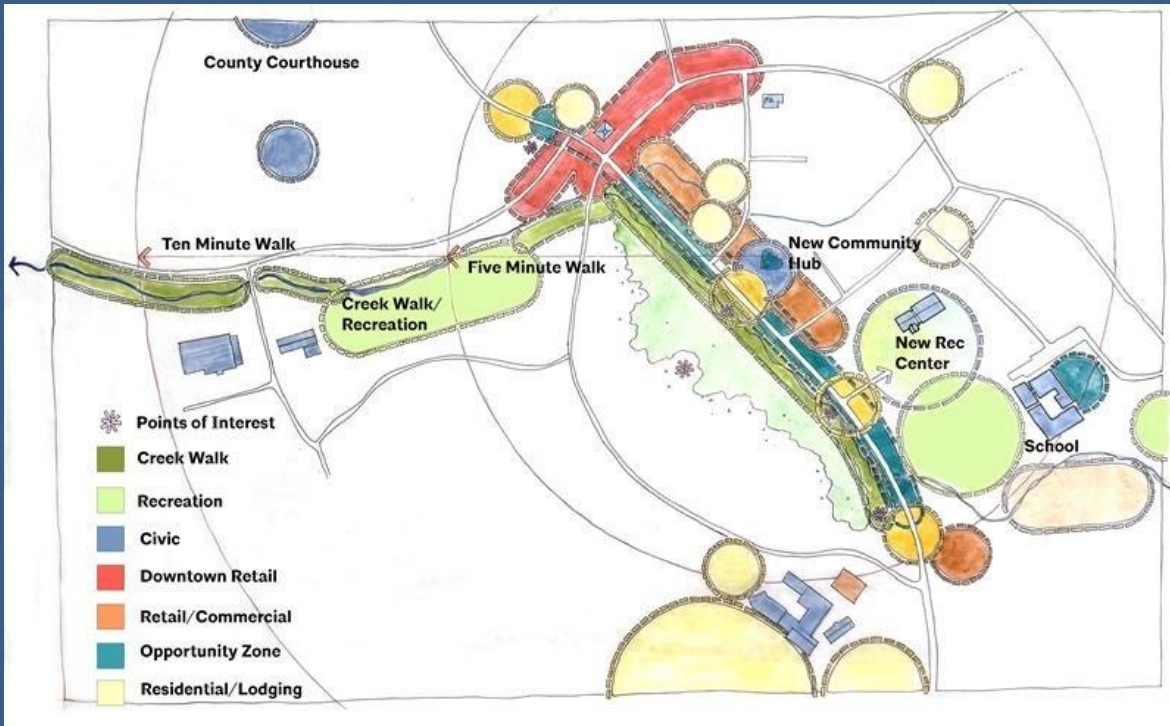


COMMUNITY NEEDS ALIGN WITH PERSONAL GROWTH GOALS

- Significant **infrastructure rebuilding/reimagining**. Homes, roads, bridges, businesses, and their community creek walk were destroyed or significantly damaged.
- **Financial challenges**. While any disaster of this magnitude requires significant capital investments, the community was approximately 60% public land prior to the hurricane, and after FEMA buyouts are complete they anticipate the community will be approximately 75% public land. This land does not generate property tax revenue.
- **Upstream watershed management**. Minimize and slow down water entering their community during large rain events.
- Variety of **workforce/affordable housing creation** options.
- Create a **shared community vision** that includes capitalizing on tourism and local investment to **grow their economy**, creating a financially viable future for the town.





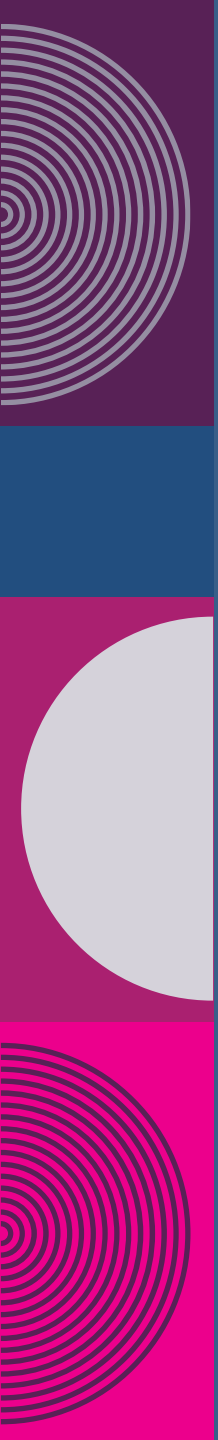


BRUNEI DARUSSALAM

YSEALI PROFESSIONAL FELLOWS PROGRAM EXCHANGE



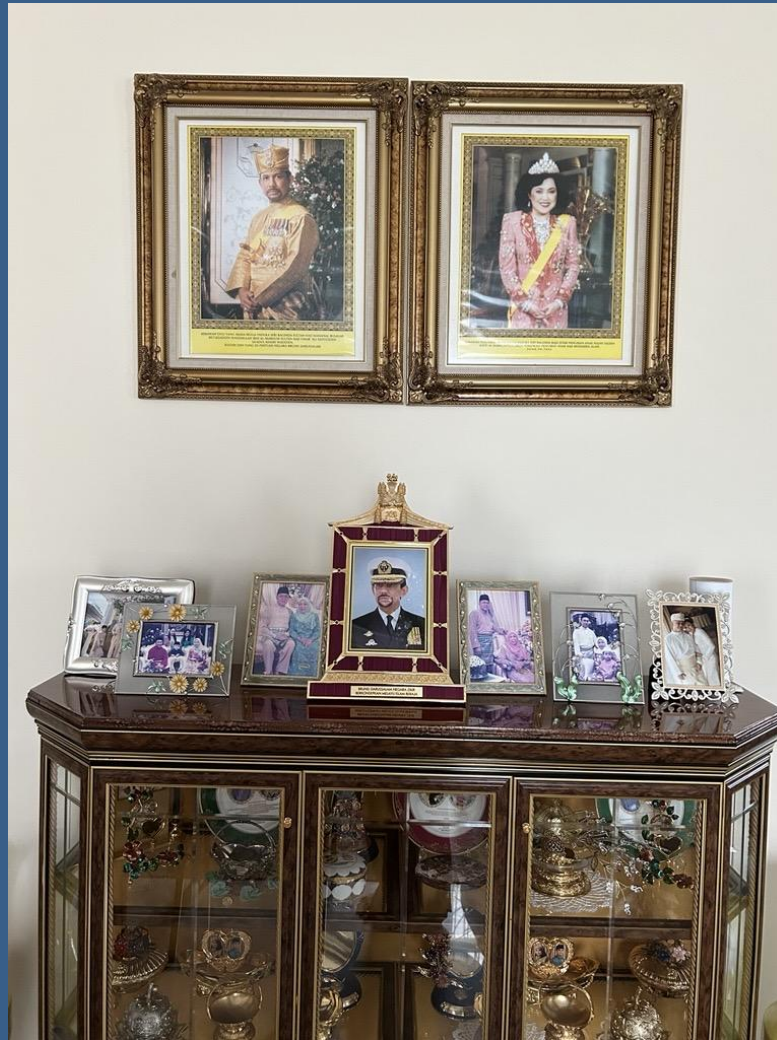
Michelle Kim



PROFESSIONAL DEVELOPMENT GOALS

- Gain insights into diverse perspectives on climate change to strengthen my ability to communicate with audiences from varied backgrounds
- Build stronger connections with outside communities for future collaboration opportunities
- Share and exchange innovative solutions for addressing climate challenges

CULTURE & HISTORY





OTHER DEVELOPMENT OPTIONS



PATHWAYS TO GROWTH

CAREER DEVELOPMENT PROGRAMS AND OPPORTUNITIES

ON-DEMAND LEARNING

The City offers two learning platforms for employees: NEOGOV and Get Control University. NEOGOV provides online and in-person learning, while Get Control focuses on Office365 training. Together, they offer courses on health and safety, problem-solving, communication, software, and more!

TUITION REIMBURSEMENT

The City's tuition reimbursement program is available to all full- and part-time employees enrolled in degree programs, starting on your one-year employment anniversary. Partnership programs with Loras College and the University of Dubuque can further reduce costs by 10%.

MENTORING

Be matched with another City employee as a mentor or a mentee! Mentoring is rooted in a fostered relationship that emphasizes building connections and enhancing skills to achieve career goals.

CROSS-DEPARTMENT GROUPS

From wellness and learning facilitation to employee resource groups, the City has several teams and committees dedicated to employee engagement. These groups empower collaboration and connection across departments.

CERTIFICATION OR RECERTIFICATION

If a certification or recertification could enhance your current role or support a role you aspire to, discuss options with your manager early. Budgeting for these opportunities is the first step, with budget planning for the next fiscal year starting in September.

SUPERVISOR TRAINING

Employees in supervisory roles, or those aspiring to them, can enroll into online and in-person training through NEOGOV. In-person orientation for new supervisors is offered annually during the second week of May, with additional courses available throughout the year.

JOB SHADOWING

Job shadowing offers a chance to gain valuable insight into different roles and departments across the organization. It's an excellent way to explore career opportunities and potential mobility within the organization.

Visit cityofdubuque.org/CODI and look for Training & Development or contact Learning & Development Manager Kelly Larson at KLarson@cityofdubuque.org or 563.690.6117

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE: Award Public Improvement Contract Auburn-Custer Utility and Roadway Reconstruction Project

SUMMARY: City Manager recommending City Council award the public improvement contract for the Auburn-Custer Utility and Roadway Reconstruction Project to Eastern Iowa Excavating & Concrete, LLC in the amount of \$1,276,680.60.
RESOLUTION Awarding Public Improvement Contract For The Auburn-Custer Utility And Roadway Reconstruction Project

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

ATTACHMENTS:

1. MVM Memo
2. 2025-08-12_AubCuster-AwardMemo
3. Auburn Custer Reconstruction Project - Council Award Resolution
4. 2025-08-08 Auburn-Custer Street & Utility Improvements - Engineer's Recommendation for Award
5. 2025-08-07 Auburn-Custer Street & Utility Improvements - Bid Tabulation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

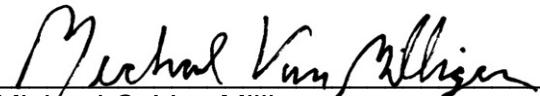
SUBJECT: Auburn-Custer Utility and Roadway Reconstruction Project
Award Public Improvement Contract
Project No. 5581500008

DATE: August 12, 2025

City Engineer Gus Psihoyos is recommending City Council award the public improvement contract for the Auburn-Custer Utility and Roadway Reconstruction Project to Eastern Iowa Excavating & Concrete, LLC in the amount of \$1,276,680.60. The bid amount is 13.16% below the engineer's estimate.

The project provides for the removal and replacement of approximately 1,480 LF of 6-inch diameter vitrified clay sanitary sewer, approximately 1,000 LF of various sized water main, approximately 360 LF of various sized storm sewer and the installation of approximately 1800 feet of drain tile, and the repaving of Auburn Street and Custer street between University and Loras and N. Grandview and Atlantic. The project is located in Consent Decree Sewershed 11.

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
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: August 12, 2025

SUBJECT: Auburn-Custer Utility and Roadway Reconstruction Project
Award Public Improvement Contract
Project No. 5581500008

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the Auburn-Custer Utility and Roadway Reconstruction Project.

BACKGROUND

The project provides for the removal and replacement of approximately 1,480 LF of 6-inch diameter vitrified clay sanitary sewer, approximately 1,000 LF of various sized water main, approximately 360 LF of various sized storm sewer and the installation of approximately 1800 feet of drain tile, and the repaving of Auburn Street and Custer street between University and Loras and N. Algona and Atlantic. The project is located in Consent Decree Sewershed 11. The project was initiated by City Council on July 21, 2025. The project was publicly advertised for bids July 25, 2025. There was a Public Hearing held during the August 4, 2025 City Council hearing.

BID RESULTS

The City received sealed bids on August 7, 2025 for the Auburn-Custer Utility and Roadway Reconstruction Project. Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa submitted the low bid in the amount of \$1,276,680.60. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid Amount
Eastern Iowa Excavating & Concrete, LLC	\$1,276,680.60
Offset Construction	\$1,308,297.80
Midwest Concrete	\$1,349,784.25
Pirc-Tobin Construction, Inc.	\$1,352,961.50
Tschiggfrie Excavating	\$1,464,495.82
Portzen Construction, Inc.	\$1,767,152.00

RECOMMENDATION

I recommend awarding the public improvement contract for the Auburn-Custer Utility and Roadway Reconstruction Project to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of \$1,276,680.60. The bid amount is 13.16% below the engineer's estimate.

BUDGET IMPACT

The estimate of probable cost for the Southgate Drive Sanitary Sewer Improvements Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Construction	\$ 1,470,148.00	\$ 1,276,680.60
Contingency (10%)	\$ 147,014.80	\$ 127,668.06
Engineering Inspection Fees (5%)	\$ 73,507.40	\$ 63,834.03
Total Project Cost	<u>\$ 1,690,670.20</u>	<u>\$ 1,468,182.69</u>

The construction of the Auburn-Custer Utility and Roadway Reconstruction Project will be covered by the funding sources as described below:

<u>Auburn-Custer Utility and Roadway Reconstruction Project Funding</u>		
5581500008	Auburn & Custer Sanitary Sewer Reconstruction (Consent Decree)	\$ 403,358.00
5586500040	Auburn & Custer Storm Sewer Reconstruction	\$ 287,500.00
5521000057	Auburn and Custer Pavement	\$ 500,000.00
4281000022	Water Main Replacements-Sanitary Sewer/Consent Decree Program.	\$ 330,000.00
Total Project Funding		<u>\$ 1,520,858.00</u>

ACTION TO BE TAKEN

The City Council is requested to award the public improvement contract for the Auburn-Custer Utility and Roadway Reconstruction Project to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of \$1,276,680.60, through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer
cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

RESOLUTION NO. -25

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE AUBURN-CUSTER
UTILITY AND ROADWAY RECONSTRUCTION PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Auburn-Custer Utility and Roadway Reconstruction Project, (the Project) pursuant to Resolution **No. 38-25** and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 25th day of July 2025; and

Whereas, said sealed proposals were opened and read on the 7th day of August 2025 and it has been determined that Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa, in the bid amount of \$1,276,680.60, 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 Eastern Iowa Excavating & Concrete, LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 18th day of August 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk

801 Bluff Street, Suite 2C
Dubuque, IA 52001
Phone: 563.239.9400
Email: eastdub@whks.com
Website: www.whks.com



February 6, 2025

Maxwell O'Brien
City of Dubuque Engineering Department
50 W 13th Street
Dubuque, IA 52001

RE: Dubuque, IA
Auburn-Custer Utility and Roadway Reconstruction
Recommendation of Contractor for Project Contract Award

Dear Mr. O'Brien:

Bids were received for the Auburn-Custer Utility and Roadway Reconstruction project on 8/7/2025. Seven construction firms submitted a bid for the project. The total low bid for the work was \$1,276,680.60, submitted by Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa. The estimated cost for the project work was \$1,470,148.00. Please refer to the attached Bid Tabulation.

WHKS & Co. recommends the City Council accept the bid of Eastern Iowa Excavating & Concrete, LLC as the lowest, responsive, responsible bidder and award the construction contract to Eastern Iowa Excavating & Concrete, LLC.

If you have any questions or require additional information, please contact our office.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read 'Travis Freese', with a long horizontal stroke extending to the right.

Travis Freese, P.E.
Project Manager

THE CITY OF DUBUQUE Masterpiece on the Mississippi City of Dubuque, Iowa Bid Tabulation Project Title: Auburn-Custer Utility and Roadway Reconstruction Bid Date 7-Aug-25 Engineer's Estimate Eastern Iowa Excavating & Concrete, LLC Offset Construction Midwest Concrete Pirc-Tobin Construction, Inc. Tschiggfrie Excavating Co. Temperley Excavating Portzen Construction, Inc.																				
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	BID UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase																				
1	2010-108-A-0	Clearing and Grubbing A	100	UNIT	\$ 115.00	\$ 11,500.00	\$ 62.75	\$ 6,275.00	\$ 94.50	\$ 9,450.00	\$ 65.00	\$ 6,500.00	\$ 75.00	\$ 7,500.00	\$ 30.00	\$ 3,000.00	\$ 15.00	\$ 1,500.00	\$ 75.00	\$ 7,500.00
2	2010-108-C-0	Clearing and Grubbing C	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,455.00	\$ 2,455.00	\$ 9,000.00	\$ 9,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 25,000.00	\$ 25,000.00	\$ 6,500.00	\$ 6,500.00
3	2010-108-D-1	Topsoil, On-site	97	CY	\$ 35.00	\$ 3,395.00	\$ 16.85	\$ 1,634.45	\$ 70.00	\$ 6,790.00	\$ 47.00	\$ 4,559.00	\$ 10.00	\$ 970.00	\$ 15.00	\$ 1,455.00	\$ 50.00	\$ 4,850.00	\$ 16.00	\$ 1,552.00
4	2010-108-D-3	Topsoil, Off-site	196	CY	\$ 45.00	\$ 8,820.00	\$ 47.85	\$ 9,378.60	\$ 82.00	\$ 16,072.00	\$ 60.00	\$ 11,760.00	\$ 50.00	\$ 9,800.00	\$ 20.00	\$ 3,920.00	\$ 55.00	\$ 10,780.00	\$ 65.00	\$ 12,740.00
5	2010-108-E-0	Excavation, Class 13	2222	CY	\$ 15.00	\$ 33,330.00	\$ 20.50	\$ 45,551.00	\$ 13.00	\$ 28,886.00	\$ 10.00	\$ 22,220.00	\$ 20.00	\$ 44,440.00	\$ 15.00	\$ 33,330.00	\$ 25.00	\$ 55,550.00	\$ 19.00	\$ 42,218.00
6	2010-108-F-0	Below Grade Excavation (Core Out) by TON	760	TON	\$ 35.00	\$ 26,600.00	\$ 22.85	\$ 17,366.00	\$ 36.00	\$ 27,360.00	\$ 31.00	\$ 23,560.00	\$ 25.00	\$ 19,000.00	\$ 43.00	\$ 32,680.00	\$ 50.00	\$ 38,000.00	\$ 36.00	\$ 27,360.00
7	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	216	TON	\$ 25.00	\$ 5,400.00	\$ 29.00	\$ 6,264.00	\$ 34.00	\$ 7,344.00	\$ 23.00	\$ 4,968.00	\$ 40.00	\$ 8,640.00	\$ 22.00	\$ 4,752.00	\$ 25.00	\$ 5,400.00	\$ 22.00	\$ 4,752.00
8	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	3120	TON	\$ 20.00	\$ 62,400.00	\$ 17.50	\$ 54,600.00	\$ 18.00	\$ 56,160.00	\$ 19.00	\$ 59,280.00	\$ 25.00	\$ 78,000.00	\$ 22.00	\$ 68,640.00	\$ 26.00	\$ 81,120.00	\$ 24.00	\$ 74,880.00
9	2010-108-M-0	Compaction Testing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,200.00	\$ 4,200.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
					Sub Total	\$ 164,445.00	Sub Total	\$ 146,424.05	Sub Total	\$ 165,062.00	Sub Total	\$ 137,347.00	Sub Total	\$ 172,350.00	Sub Total	\$ 153,777.00	Sub Total	\$ 232,200.00	Sub Total	\$ 181,502.00
Division 3010 - Trench Excavation and Backfill																				
10	3010-108-B-0	Rock Excavation	60	CY	\$ 60.00	\$ 3,600.00	\$ 87.50	\$ 5,250.00	\$ 65.00	\$ 3,900.00	\$ 100.00	\$ 6,000.00	\$ 80.00	\$ 4,800.00	\$ 40.00	\$ 2,400.00	\$ 300.00	\$ 18,000.00	\$ 120.00	\$ 7,200.00
11	3010-108-C-0	Trench Foundation - 3" Breaker Run, (Modified Macadam Pile)	215	TON	\$ 28.00	\$ 5,990.00	\$ 21.50	\$ 4,622.50	\$ 34.00	\$ 7,310.00	\$ 30.00	\$ 6,450.00	\$ 20.00	\$ 4,300.00	\$ 22.00	\$ 4,730.00	\$ 25.00	\$ 5,375.00	\$ 32.00	\$ 6,880.00
12	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 29, (Porous Backfill Pile)	529	TON	\$ 25.00	\$ 13,225.00	\$ 28.00	\$ 14,812.00	\$ 24.00	\$ 12,696.00	\$ 27.00	\$ 14,283.00	\$ 35.00	\$ 18,515.00	\$ 30.00	\$ 15,870.00	\$ 31.00	\$ 16,399.00	\$ 44.00	\$ 23,276.00
13	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	3653	TON	\$ 26.00	\$ 94,978.00	\$ 18.00	\$ 65,754.00	\$ 17.00	\$ 62,101.00	\$ 18.50	\$ 67,580.50	\$ 35.00	\$ 127,855.00	\$ 20.00	\$ 73,060.00	\$ 26.00	\$ 94,978.00	\$ 31.00	\$ 113,243.00
14	3010-108-F-0	Trench Compaction Testing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
15	3010-108-G-0	Class I, Bedding Material, 1" Commercial Clean Stone	1356	TON	\$ 25.00	\$ 33,900.00	\$ 21.25	\$ 28,815.00	\$ 19.50	\$ 26,442.00	\$ 22.00	\$ 29,832.00	\$ 22.50	\$ 30,510.00	\$ 24.00	\$ 32,544.00	\$ 27.00	\$ 36,612.00	\$ 24.00	\$ 32,544.00
					Sub Total	\$ 156,293.00	Sub Total	\$ 122,153.50	Sub Total	\$ 115,949.00	Sub Total	\$ 125,645.50	Sub Total	\$ 187,980.00	Sub Total	\$ 131,804.00	Sub Total	\$ 176,364.00	Sub Total	\$ 187,143.00
Division 4010 - Sanitary Sewers																				
16	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 8" PVC SDR26	377	LF	\$ 75.00	\$ 28,275.00	\$ 85.75	\$ 32,327.75	\$ 73.00	\$ 27,521.00	\$ 50.00	\$ 18,850.00	\$ 58.00	\$ 21,866.00	\$ 80.00	\$ 30,160.00	\$ 100.00	\$ 37,700.00	\$ 87.00	\$ 32,799.00
17	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 8" PVC C900	734	LF	\$ 100.00	\$ 73,400.00	\$ 92.75	\$ 68,078.50	\$ 80.00	\$ 58,720.00	\$ 51.00	\$ 37,434.00	\$ 60.00	\$ 44,040.00	\$ 90.00	\$ 66,060.00	\$ 120.00	\$ 88,080.00	\$ 102.00	\$ 74,868.00
18	4010-108-E-3	Sanitary Sewer Service Stub, Pipe Only, 4" PVC SDR26	475	LF	\$ 60.00	\$ 28,500.00	\$ 53.25	\$ 25,293.75	\$ 65.00	\$ 30,875.00	\$ 50.50	\$ 23,987.50	\$ 50.00	\$ 23,750.00	\$ 58.00	\$ 27,550.00	\$ 25.00	\$ 11,875.00	\$ 86.00	\$ 40,850.00
19	4010-108-H-0	Removal of Sanitary Sewer	1044	LF	\$ 20.00	\$ 20,880.00	\$ 5.25	\$ 5,481.00	\$ 4.00	\$ 4,176.00	\$ 10.50	\$ 10,962.00	\$ 1.50	\$ 1,566.00	\$ 10.00	\$ 10,440.00	\$ 10.00	\$ 10,440.00	\$ 26.00	\$ 27,144.00
20	4010-108-M-1	Sanitary Sewer Lateral Wye Connection, PVC Wye, 8x4	21	EA	\$ 325.00	\$ 6,825.00	\$ 475.00	\$ 9,975.00	\$ 575.00	\$ 12,075.00	\$ 1,500.00	\$ 31,500.00	\$ 500.00	\$ 10,500.00	\$ 380.00	\$ 7,980.00	\$ 750.00	\$ 15,750.00	\$ 905.00	\$ 19,005.00
					Sub Total	\$ 157,880.00	Sub Total	\$ 141,156.00	Sub Total	\$ 133,367.00	Sub Total	\$ 122,733.50	Sub Total	\$ 101,722.00	Sub Total	\$ 142,190.00	Sub Total	\$ 163,845.00	Sub Total	\$ 194,666.00
Division 4020 - Storm Sewers																				
21	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 12" RCP	8	LF	\$ 75.00	\$ 600.00	\$ 110.75	\$ 886.00	\$ 70.00	\$ 560.00	\$ 112.50	\$ 900.00	\$ 75.00	\$ 600.00	\$ 95.00	\$ 760.00	\$ 110.00	\$ 880.00	\$ 135.00	\$ 1,080.00
22	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	261	LF	\$ 80.00	\$ 20,880.00	\$ 78.00	\$ 20,358.00	\$ 63.00	\$ 16,443.00	\$ 62.00	\$ 16,182.00	\$ 55.00	\$ 14,355.00	\$ 70.00	\$ 18,270.00	\$ 65.00	\$ 16,965.00	\$ 110.00	\$ 28,710.00
23	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 18" RCP	245	LF	\$ 90.00	\$ 22,050.00	\$ 63.75	\$ 15,618.75	\$ 67.00	\$ 16,415.00	\$ 63.50	\$ 15,557.50	\$ 55.00	\$ 13,475.00	\$ 75.00	\$ 18,375.00	\$ 70.00	\$ 17,150.00	\$ 122.00	\$ 29,890.00
24	4020-108-D-0	Removal of Storm Sewer	485	LF	\$ 40.00	\$ 19,400.00	\$ 8.25	\$ 4,001.25	\$ 7.00	\$ 3,395.00	\$ 10.50	\$ 5,092.50	\$ 10.00	\$ 4,850.00	\$ 10.00	\$ 4,850.00	\$ 10.00	\$ 4,850.00	\$ 26.00	\$ 12,610.00
25	4020-108-E-2	Concrete Collar Pipe Connection - Type PC-1	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 515.00	\$ 1,030.00	\$ 750.00	\$ 1,500.00	\$ 900.00	\$ 1,800.00	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00
					Sub Total	\$ 65,930.00	Sub Total	\$ 41,894.00	Sub Total	\$ 38,313.00	Sub Total	\$ 39,532.00	Sub Total	\$ 34,280.00	Sub Total	\$ 43,855.00	Sub Total	\$ 42,845.00	Sub Total	\$ 75,490.00
Division 4040 - Subdrains and Footing Drain Collectors																				
26	4040-108-A-0	Subdrain, 6" Perforated	1960	LF	\$ 12.00	\$ 23,520.00	\$ 8.00	\$ 15,680.00	\$ 9.00	\$ 17,640.00	\$ 9.00	\$ 17,640.00	\$ 10.00	\$ 19,600.00	\$ 18.00	\$ 35,280.00	\$ 25.00	\$ 49,000.00	\$ 26.75	\$ 52,430.00
27	4040-108-B-0	Footing Drain Collector, 6" Non-Perforated	1960	LF	\$ 15.00	\$ 29,400.00	\$ 6.00	\$ 11,760.00	\$ 9.00	\$ 17,640.00	\$ 9.00	\$ 17,640.00	\$ 10.00	\$ 19,600.00	\$ 19.00	\$ 37,240.00	\$ 23.00	\$ 45,080.00	\$ 19.25	\$ 37,730.00
28	4040-108-D-2	Footing Drain Outlets and Connections, Core Drill, 6"	2	EA	\$ 500.00	\$ 1,000.00	\$ 177.25	\$ 354.50	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 2,500.00	\$ 5,000.00	\$ 1,432.00	\$ 2,864.00
					Sub Total	\$ 53,920.00	Sub Total	\$ 27,794.50	Sub Total	\$ 36,280.00	Sub Total	\$ 37,280.00	Sub Total	\$ 41,200.00	Sub Total	\$ 74,720.00	Sub Total	\$ 99,080.00	Sub Total	\$ 93,024.00
Division 5010 - Pipe and Fittings																				
29	5010-108-A-1	Water Main, Trenched, DIP, 6"	61	LF	\$ 90.00	\$ 5,490.00	\$ 138.75	\$ 8,463.75	\$ 80.00	\$ 4,880.00	\$ 155.00	\$ 9,455.00	\$ 150.00	\$ 9,150.00	\$ 110.00	\$ 6,710.00	\$ 120.00	\$ 7,320.00	\$ 111.00	\$ 6,771.00
30	5010-108-A-1	Water Main, Trenched, DIP, 8"	951	LF	\$ 100.00	\$ 95,100.00	\$ 103.50	\$ 98,428.50	\$ 84.00	\$ 79,884.00	\$ 74.00	\$ 70,374.00	\$ 95.00	\$ 90,345.00	\$ 85.00	\$ 80,835.00	\$ 105.00	\$ 99,855.00	\$ 83.00	\$ 78,933.00
31	5010-108-C-1	Fittings, DI Tee, 6x6	2	EA	\$ 500.00	\$ 1,000.00	\$ 285.00	\$ 570.00	\$ 320.00	\$ 640.00	\$ 900.00	\$ 1,800.00	\$ 750.00	\$ 1,500.00	\$ 400.00	\$ 800.00	\$ 575.00	\$ 1,150.00	\$ 605.00	\$ 1,210.00
32	5010-108-C-1	Fittings, DI Tee, 8x6	2	EA	\$ 900.00	\$ 1,800.00	\$ 350.00	\$ 700.00	\$ 380.00	\$ 760.00	\$ 970.00	\$ 1,940.00	\$ 775.00	\$ 1,550.00	\$ 450.00	\$ 900.00	\$ 625.00	\$ 1,250.00	\$ 665.00	\$ 1,330.00
33	5010-108-C-1	Fittings, DI Tee, 8x8	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 400.00	\$ 800.00	\$ 440.00	\$ 880.00	\$ 1,025.00	\$ 2,050.00	\$ 1,000.00	\$ 2,000.00	\$ 520.00	\$ 1,040.00	\$ 650.00	\$ 1,300.00	\$ 720.00	\$ 1,440.00
34	5010-108-C-1	Fittings, DI Reducer, 8x6	4	EA	\$ 600.00	\$ 2,400.00	\$ 185.00	\$ 740.00	\$ 200.00	\$ 800.00	\$ 600.00	\$ 2,400.00	\$ 450.00	\$ 1,800.00	\$ 270.00	\$ 1,080.00	\$ 350.00	\$ 1,400.00	\$ 525.00	\$ 2,100.00
35	5010-108-C-1	Fittings, DI Bend, 11 1/4 Deg, 8"	2	EA	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 615.00	\$ 1,230.00	\$ 700.00	\$ 1,400.00	\$ 290.00	\$ 580.00	\$ 550.00	\$ 1,100.00	\$ 540.00	\$ 1,080.00
36	5010-108-C-1	Fittings, DI Bend, 45 Deg, 8"	3	EA	\$ 600.00	\$ 1,800.00	\$ 155.00	\$ 465.00	\$ 240.00	\$ 720.00	\$ 650.00	\$ 1,950.00	\$ 750.00	\$ 2,250.00	\$ 310.00	\$ 930.00	\$ 550.00	\$ 1,650.00	\$ 559.00	\$

Project Title:			Auburn-Custer Utility and Roadway Reconstruction			Bid Date		Engineer's Estimate		Eastern Iowa Excavating & Concrete, LLC		Offset Construction		Midwest Concrete		Pirc-Tobin Construction, Inc.		Tschiggfrie Excavating Co.		Temperley Excavating		Portzen Construction, Inc.						
						7-Aug-25																						
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	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE						
Division 7010 - Portland Cement Concrete Pavement																												
62	7010-108-E-0	Curb and Gutter, 30" (Width), 6" (Thickness)	2075	LF	\$ 40.00	\$ 83,000.00	\$ 26.50	\$ 54,987.50	\$ 26.50	\$ 54,987.50	\$ 34.00	\$ 70,550.00	\$ 26.00	\$ 53,950.00	\$ 32.00	\$ 66,400.00	\$ 35.00	\$ 72,625.00	\$ 46.00	\$ 95,450.00								
					Sub Total		\$ 83,000.00		Sub Total		\$ 54,987.50		Sub Total		\$ 53,950.00		Sub Total		\$ 66,400.00		Sub Total		\$ 72,625.00		Sub Total		\$ 95,450.00	
Division 7020 - Hot Mix Asphalt Pavement																												
63	7020-108-A-0	HMA Surface Layer Pavement by Ton	455	TON	\$ 120.00	\$ 54,600.00	\$ 111.00	\$ 50,505.00	\$ 106.00	\$ 48,230.00	\$ 105.00	\$ 47,775.00	\$ 110.00	\$ 50,050.00	\$ 100.00	\$ 45,500.00	\$ 99.95	\$ 45,477.25	\$ 110.00	\$ 50,050.00								
64	7020-108-A-0	HMA Intermediate Layer Pavement by Ton	440	TON	\$ 120.00	\$ 52,800.00	\$ 111.00	\$ 48,840.00	\$ 106.00	\$ 46,640.00	\$ 105.00	\$ 46,200.00	\$ 110.00	\$ 48,400.00	\$ 100.00	\$ 44,000.00	\$ 99.95	\$ 43,978.00	\$ 110.00	\$ 48,400.00								
65	7020-108-A-0	HMA Base Layer Pavement by Ton	440	TON	\$ 120.00	\$ 52,800.00	\$ 111.00	\$ 48,840.00	\$ 106.00	\$ 46,640.00	\$ 105.00	\$ 46,200.00	\$ 110.00	\$ 48,400.00	\$ 100.00	\$ 44,000.00	\$ 99.95	\$ 43,978.00	\$ 110.00	\$ 48,400.00								
					Sub Total		\$ 160,200.00		Sub Total		\$ 148,185.00		Sub Total		\$ 146,850.00		Sub Total		\$ 133,500.00		Sub Total		\$ 133,433.25		Sub Total		\$ 146,850.00	
Division 7030 - Sidewalks, Shared Use Paths, and Driveways																												
66	7030-108-A-1	Removal of Sidewalk	665	SY	\$ 15.00	\$ 9,975.00	\$ 9.75	\$ 6,483.75	\$ 8.00	\$ 5,320.00	\$ 12.00	\$ 7,980.00	\$ 10.00	\$ 6,650.00	\$ 6.80	\$ 4,522.00	\$ 5.00	\$ 3,325.00	\$ 14.00	\$ 9,310.00								
67	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	605	SY	\$ 50.00	\$ 30,250.00	\$ 48.00	\$ 29,040.00	\$ 64.00	\$ 38,720.00	\$ 55.00	\$ 33,275.00	\$ 65.00	\$ 39,325.00	\$ 54.00	\$ 32,670.00	\$ 58.00	\$ 35,090.00	\$ 65.00	\$ 39,325.00								
68	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	33	SY	\$ 65.00	\$ 2,145.00	\$ 182.50	\$ 6,022.50	\$ 79.50	\$ 2,623.50	\$ 115.00	\$ 3,795.00	\$ 80.00	\$ 2,640.00	\$ 66.00	\$ 2,178.00	\$ 63.00	\$ 2,079.00	\$ 115.00	\$ 3,795.00								
69	7030-108-G-0	Detectable Warning	137	SF	\$ 50.00	\$ 6,850.00	\$ 49.50	\$ 6,781.50	\$ 48.00	\$ 6,576.00	\$ 57.00	\$ 7,809.00	\$ 48.50	\$ 6,644.50	\$ 53.00	\$ 7,261.00	\$ 45.00	\$ 6,165.00	\$ 65.00	\$ 8,905.00								
70	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	226	SY	\$ 60.00	\$ 13,560.00	\$ 65.75	\$ 14,859.50	\$ 69.00	\$ 15,594.00	\$ 60.00	\$ 13,560.00	\$ 80.00	\$ 18,080.00	\$ 73.00	\$ 16,498.00	\$ 64.63	\$ 14,606.38	\$ 80.00	\$ 18,080.00								
					Sub Total		\$ 62,780.00		Sub Total		\$ 63,187.25		Sub Total		\$ 73,339.50		Sub Total		\$ 63,129.00		Sub Total		\$ 61,265.38		Sub Total		\$ 79,415.00	
Division 7040 - Pavement Rehabilitation																												
71	7040-108-H-0	Pavement - Removal	4651	SY	\$ 8.00	\$ 37,208.00	\$ 7.00	\$ 32,557.00	\$ 6.00	\$ 27,906.00	\$ 7.00	\$ 32,557.00	\$ 8.00	\$ 37,208.00	\$ 4.00	\$ 18,604.00	\$ 3.00	\$ 13,953.00	\$ 13.00	\$ 60,463.00								
					Sub Total		\$ 37,208.00		Sub Total		\$ 32,557.00		Sub Total		\$ 37,208.00		Sub Total		\$ 18,604.00		Sub Total		\$ 13,953.00		Sub Total		\$ 60,463.00	
Division 8030 - TemporaryTraffic Control																												
72	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 20,500.00	\$ 20,500.00	\$ 22,000.00	\$ 22,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,700.00	\$ 18,700.00	\$ 18,400.00	\$ 18,400.00	\$ 22,000.00	\$ 22,000.00								
					Sub Total		\$ 15,000.00		Sub Total		\$ 20,500.00		Sub Total		\$ 20,000.00		Sub Total		\$ 18,700.00		Sub Total		\$ 18,400.00		Sub Total		\$ 22,000.00	
IDOT Division 2524 - Traffic Signing																												
73	IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	10	EA	\$ 300.00	\$ 3,000.00	\$ 335.00	\$ 3,350.00	\$ 350.00	\$ 3,500.00	\$ 325.00	\$ 3,250.00	\$ 325.00	\$ 3,250.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 330.00	\$ 3,300.00								
					Sub Total		\$ 3,000.00		Sub Total		\$ 3,350.00		Sub Total		\$ 3,250.00		Sub Total		\$ 3,000.00		Sub Total		\$ 3,000.00		Sub Total		\$ 3,300.00	
Division 9010 - Seeding																												
74	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SY	1318	SY	\$ 4.00	\$ 5,272.00	\$ 9.85	\$ 12,982.30	\$ 2.60	\$ 3,426.80	\$ 2.50	\$ 3,295.00	\$ 2.50	\$ 3,295.00	\$ 2.50	\$ 3,295.00	\$ 2.50	\$ 3,295.00	\$ 2.75	\$ 3,624.50								
75	9010-108-E-0	Warranty	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,585.00	\$ 1,585.00	\$ 820.00	\$ 820.00	\$ 825.00	\$ 825.00	\$ 800.00	\$ 800.00	\$ 810.00	\$ 810.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00								
					Sub Total		\$ 10,272.00		Sub Total		\$ 14,567.30		Sub Total		\$ 4,246.80		Sub Total		\$ 4,120.00		Sub Total		\$ 4,095.00		Sub Total		\$ 4,524.50	
Division 9040 - Erosion and Sediment Control																												
76	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 785.00	\$ 785.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 2,000.00	\$ 2,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,600.00	\$ 3,600.00	\$ 4,000.00	\$ 4,000.00								
77	9040-108-D-1	Filter Socks, 8"	130	LF	\$ 3.00	\$ 390.00	\$ 4.25	\$ 552.50	\$ 4.00	\$ 520.00	\$ 4.25	\$ 552.50	\$ 4.00	\$ 520.00	\$ 4.10	\$ 533.00	\$ 4.00	\$ 520.00	\$ 4.50	\$ 585.00								
78	9040-108-D-2	Filter Socks, Removal	130	LF	\$ 0.50	\$ 65.00	\$ 1.55	\$ 201.50	\$ 1.00	\$ 130.00	\$ 1.10	\$ 143.00	\$ 1.00	\$ 130.00	\$ 1.00	\$ 130.00	\$ 1.00	\$ 130.00	\$ 1.10	\$ 143.00								
79	9040-108-E-0	Temporary Rolled Erosion Control Products (RECP), by SY	155	SY	\$ 4.00	\$ 620.00	\$ 5.35	\$ 829.25	\$ 3.00	\$ 465.00	\$ 3.25	\$ 503.75	\$ 3.00	\$ 465.00	\$ 3.00	\$ 465.00	\$ 3.00	\$ 465.00	\$ 3.30	\$ 511.50								
80	9040-108-P-1	Dust Control, Water	100	MGAL	\$ 150.00	\$ 15,000.00	\$ 15.50	\$ 1,550.00	\$ 34.00	\$ 3,400.00	\$ 40.00	\$ 4,000.00	\$ 10.00	\$ 1,000.00	\$ 51.00	\$ 5,100.00	\$ 50.00	\$ 5,000.00	\$ 85.00	\$ 8,500.00								
81	9040-108-T-1	Inlet Protection Device, Installation	10	EA	\$ 150.00	\$ 1,500.00	\$ 55.00	\$ 550.00	\$ 154.00	\$ 1,540.00	\$ 155.00	\$ 1,550.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 165.00	\$ 1,650.00								
82	9040-108-T-2	Inlet Protection Device, Maintenance	10	EA	\$ 100.00	\$ 1,000.00	\$ 35.00	\$ 350.00	\$ 10.25	\$ 102.50	\$ 11.00	\$ 110.00	\$ 10.00	\$ 100.00	\$ 10.00	\$ 100.00	\$ 10.00	\$ 100.00	\$ 11.00	\$ 110.00								
					Sub Total		\$ 23,575.00		Sub Total		\$ 4,818.25		Sub Total		\$ 10,559.25		Sub Total		\$ 11,128.00		Sub Total		\$ 11,315.00		Sub Total		\$ 15,499.50	
Division 9060 - Chain Link Fence																												
83	9060-108-D-0	Removal and Reinstallation of Existing Fence, Wood	25	LF	\$ 150.00	\$ 3,750.00	\$ 86.00	\$ 2,150.00	\$ 76.00	\$ 1,900.00	\$ 80.00	\$ 2,000.00	\$ 75.00	\$ 1,875.00	\$ 28.00	\$ 700.00	\$ 200.00	\$ 5,000.00	\$ 75.00	\$ 1,875.00								
					Sub Total		\$ 3,750.00		Sub Total		\$ 2,150.00		Sub Total		\$ 1,900.00		Sub Total		\$ 2,000.00		Sub Total		\$ 1,875.00		Sub Total		\$ 1,875.00	
Division 9072 - Combined Concrete Sidewalk and Retaining Wall																												
84	9072-108-A-1	Combined Concrete Sidewalk and Retaining Wall, Type A	7.9	CY	\$ 1,200.00	\$ 9,480.00	\$ 875.00	\$ 6,912.50	\$ 635.00	\$ 5,016.50	\$ 1,000.00	\$ 7,900.00	\$ 1,000.00	\$ 7,900.00	\$ 1,000.00	\$ 7,900.00	\$ 500.00	\$ 3,950.00	\$ 1,800.00	\$ 14,220.00								
85	9072-108-A-2	Combined Concrete Sidewalk and Retaining Wall, Type B	1.6	CY	\$ 1,500.00	\$ 2,400.00	\$ 1,655.00	\$ 2,648.00	\$ 635.00	\$ 1,016.00	\$ 1,200.00	\$ 1,920.00	\$ 1,150.00	\$ 1,840.00	\$ 1,250.00	\$ 2,000.00	\$ 800.00	\$ 1,280.00	\$ 2,600.00	\$ 4,160.00								
					Sub Total		\$ 11,880.00		Sub Total		\$ 9,560.50		Sub Total		\$ 9,820.00		Sub Total		\$ 9,900.00		Sub Total		\$ 5,230.00		Sub Total		\$ 18,380.00	
Division 9080 - Concrete Steps, Handrails, and Safety Rail																												
86	9080-108-A-1	Concrete Steps, Type A	65	SF	\$ 100.00	\$ 6,500.00	\$ 59.50	\$ 3,867.50	\$ 64.00	\$ 4,160.00	\$ 100.00	\$ 6,500.00	\$ 65.00	\$ 4,225.00	\$ 36.00	\$ 2,340.00	\$ 55.00	\$ 3,575.00	\$ 95.00	\$ 6,175.00								
87	9080-108-B-0	Handrail	7	LF	\$ 50.00	\$ 350.00	\$ 156.00	\$ 1,092.00	\$ 275.00	\$ 1,925.00	\$ 220.00	\$ 1,540.00	\$ 225.00	\$ 1,575.00	\$ 200.00	\$ 1,400.00	\$ 150.00	\$ 1,050.00	\$ 350.00	\$ 2,450.00								
					Sub Total		\$ 6,850.00		Sub Total		\$ 4,959.50		Sub Total		\$ 8,040.00		Sub Total		\$ 5,800.00		Sub Total		\$ 3,740.00		Sub Total		\$ 8,625.00	
Division 11,020 - Mobilization																												
88	11020-108-A-0	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 52,000.00	\$ 52,000.00	\$ 87,000.00	\$ 87,000.00	\$ 13,500.00	\$ 13,500.00	\$ 61,500.00	\$ 61,500.00	\$ 80,000.00	\$ 80,000.00	\$ 55,000.00	\$ 55,000.00	\$ 125,000.00	\$ 125,000.00								
					Sub Total		\$ 70,000.00		Sub Total		\$ 52,000.00		Sub Total		\$ 87,000.00		Sub Total		\$ 61,500.00		Sub Total		\$ 55,000.00		Sub Total		\$ 125,000.00	
Division 11,030 - Temporary Services During Construction																												
89	11030-108-A-0	Maintenance of Postal Service	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 765.00	\$ 765.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00								
90	11030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 765.00	\$ 765.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00								
					Sub Total		\$ 10,000.00		Sub Total		\$ 1,530.00		Sub Total		\$ 1,500.00		Sub Total		\$ 2,000.00		Sub Total		\$ 2,000.00		Sub Total		\$ 5,000.00	
Division 11,050 - Concrete Washout																												
91	11050-108-A-0	Concrete Washout	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00								
					Sub Total		\$ 1,500.00		Sub Total		\$ 1,000.00		Sub Total		\$ 1,000.00		Sub Total		\$ 1,600.00		Sub Total		\$ 2,500.00		Sub Total		\$ 2,000.00	
Special Provisions - Non-Standard Project Items																												
92	SP	Water Main, Trenched, DIP, 8" with Nitrile Gaskets	130	LF	\$ 115.00	\$ 14,950.00	\$ 98.85	\$ 12,850.50	\$ 105.00	\$ 13,650.00	\$ 84.00	\$ 10,920.00	\$ 100.00	\$ 13,000.00	\$ 115.00	\$ 14,950.00	\$ 150.00	\$ 19,500.00	\$ 122.00	\$ 15,860.00								
93	SP	Water Service Pipe, Trenchless, Copper 3/4"	156	LF	\$ 75.00	\$ 11,700.00	\$ 60.00	\$ 9,360.00	\$ 93.00	\$ 14,508.00	\$ 120.00	\$ 18,720.00	\$ 75.00	\$ 11,700.00	\$ 85.00	\$ 13,260.00	\$ 55.00	\$ 8,580.00	\$ 115.00	\$ 17,940.00								
94	SP	Water Service - Type M Hard Copper	125	LF																								

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE: North Schmitt Island Collection System Project - Contract #1:
Award Public Improvement Contract

SUMMARY: City Manager recommending City Council award the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project to Tschiggfrie Excavating of Dubuque, Iowa in the amount of \$248,560.00.
RESOLUTION Awarding Public Improvement Contract For The North Schmitt Island Collection System Project – Contract #1 Project

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

ATTACHMENTS:

1. MVM Memo
2. 2025-08-12_SchmittIslandSan-Contract1-AwardMemo
3. SchmittIslandSan-Contract1 - Council Award Resolution
4. North Schmitt Sanitary - Bid Tab

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

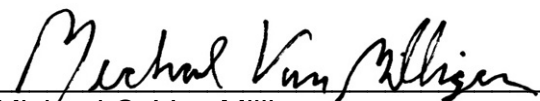
SUBJECT: North Schmitt Island Collection System Project – Contract #1
Award Public Improvement Contract
Project No. 5581500049

DATE: August 12, 2025

City Engineer Gus Psihoyos is recommending City Council award the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project to Tschiggfrie Excavating of Dubuque, Iowa in the amount of \$248,560.00. The bid amount is 9.65% above the engineer's estimate.

The small portion of sewer replacements will be bid as North Schmitt Island Collection System Project – Contract #1. This project provides for the installation of approximately 200 LF of sanitary sewer, in the area located immediately adjacent to the Key Hotel Expansion Project on the north half of Chaplain Schmitt Island. The contractor will be awarded an incentive of \$1,000 per calendar day for each day the project is completed before the Final Completion Date of October 1, 2025, up to a maximum of 15 days (September 16, 2025) or \$15,000. Additionally, for each calendar day that any work remains uncompleted beyond the Final Completion date the contractor will be assessed and shall pay, \$800 per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: August 12, 2025

SUBJECT: North Schmitt Island Collection System Project – Contract #1
Award Public Improvement Contract
Project No. 5581500049

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project.

BACKGROUND

The small portion of sewer replacements adjacent to the Key Hotel Expansion Project will be bid as North Schmitt Island Collection System Project – Contract #1. This project provides for the installation of approximately 200 LF of sanitary sewer, in the area located immediately adjacent to the Key Hotel Expansion Project on the north half of Chaplain Schmitt Island. The contractor will be awarded an incentive of \$1,000 per calendar day for each day the project is completed before the Final Completion Date of October 1, 2025 up to a maximum of 15 days (September 16, 2025) or \$15,000. The project was initiated by City Council on July 21, 2025. The project was publicly advertised for bids July 25, 2025. There was a Public Hearing held during the August 4, 2025 City Council hearing.

BID RESULTS

The City received sealed bids on August 7, 2025 for the North Schmitt Island Collection System Project – Contract #1 Project. Tschiggfrie Excavating of Dubuque, Iowa submitted the low bid in the amount of \$248,560.00. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid Amount
Tschiggfrie Excavating	\$248,560.00
Eastern Iowa Excavating & Concrete, LLC	\$255,019.25

RECOMMENDATION

I recommend awarding the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project to Tschiggfrie Excavating of Dubuque, Iowa in the amount of \$248,560.00. The bid amount is 9.65% above the engineer's estimate.

BUDGET IMPACT

The estimate of probable cost and the for the North Schmitt Island Collection System Project – Contract #1 is summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Construction	\$ 226,685.00	\$ 248,560.00
Contingency (10%)	\$ 22,668.50	\$ 24,856.00
Engineering Inspection Fees (5%)	\$ 11,334.25	\$ 12,428.00
Total Project Cost	<u>\$ 260,687.75</u>	<u>\$ 285,574.00</u>

The construction of the North Schmitt Island Collection System Project – Contract #1 will be covered by the funding sources as described below:

North Schmitt Island Collection System Project – Contract #1 Funding		
5581500049	Schmitt Island Sanitary Improvement (sanitary sewer construction funds)	\$ 2,640,000.00
Total Project Funding		<u>\$ 2,640,000.00</u>

ACTION TO BE TAKEN

The City Council is requested to award the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project to Tschiggfrie Excavating of Dubuque, Iowa in the amount of \$248,560.00, through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer
cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

RESOLUTION NO. -25

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE NORTH SCHMITT
ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1 PROJECT**

Whereas, sealed proposals have been submitted by contractors for the North Schmitt Island Collection System Project – Contract #1 Project, (the Project) pursuant to Resolution No. 248-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 25th day of July 2025; and

Whereas, said sealed proposals were opened and read on the 7th day of August 2025 and it has been determined that Tschiggfrie Excavating of Dubuque, Iowa, in the bid amount of \$248,560.00, 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 Tschiggfrie Excavating and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 18th day of August 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title:			Schmidt Island Sanitary Improvement		Bid Date		Engineer's Estimate		Tschiggfrie Ex		Eastern Iowa Excavating	
			7-Aug-25									
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
Division 2010 - Earthwork, Subgrade, and Subbase												
1	2010-108-F-0	Below Grade Excavation (Core Out) by TON	220	TON	\$ 30.00	\$ 6,600.00	\$ 45.00	\$ 9,900.00	\$ 20.25	\$ 4,455.00		
2	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	225	TON	\$ 25.00	\$ 5,625.00	\$ 25.00	\$ 5,625.00	\$ 27.85	\$ 6,266.25		
Sub Total						\$ 12,225.00	Sub Total	\$ 15,525.00	Sub Total	\$ 10,721.25		
Division 3010 - Trench Excavation and Backfill												
3	3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	150	TON	\$ 25.00	\$ 3,750.00	\$ 28.00	\$ 4,200.00	\$ 37.00	\$ 5,550.00		
4	3010-108-C-0	Trench Foundation - 3" Breaker Run, (Modified Macadam Pile)	220	TON	\$ 25.00	\$ 5,500.00	\$ 26.00	\$ 5,720.00	\$ 33.00	\$ 7,260.00		
5	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 30, (Modified Subbase Pile)	950	TON	\$ 25.00	\$ 23,750.00	\$ 23.00	\$ 21,850.00	\$ 24.00	\$ 22,800.00		
6	3010-108-F-0	Trench Compaction Testing	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00		
Sub Total						\$ 36,000.00	Sub Total	\$ 36,270.00	Sub Total	\$ 37,110.00		
Division 4010 - Sanitary Sewers												
7	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 6" PVC C900	65	LF	\$ 90.00	\$ 5,850.00	\$ 120.00	\$ 7,800.00	\$ 97.00	\$ 6,305.00		
8	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 8" PVC C900	186	LF	\$ 135.00	\$ 25,110.00	\$ 95.00	\$ 17,670.00	\$ 103.00	\$ 19,158.00		
9	4010-108-I-1	Double Sweep Cleanout	2	EA	\$ 750.00	\$ 1,500.00	\$ 4,000.00	\$ 8,000.00	\$ 3,755.00	\$ 7,510.00		
10	4010-108-L-0	Sanitary Sewer Abandonment, Fill and Plug	2.3	CY	\$ 400.00	\$ 920.00	\$ 350.00	\$ 805.00	\$ 750.00	\$ 1,725.00		
11	4010-108-M-1	Sanitary Sewer Lateral Wye Connection, PVC Wye, 8x6	1	EA	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 2,275.00	\$ 2,275.00		
Sub Total						\$ 33,880.00	Sub Total	\$ 35,375.00	Sub Total	\$ 36,973.00		
Division 6010 - Structures for Sanitary and Storm Sewers												
12	6010-108-A-0	Manhole Type, 48" SW-301	31	VF	\$ 550.00	\$ 17,050.00	\$ 840.00	\$ 26,040.00	\$ 910.00	\$ 28,210.00		
13	6010-108-A-0	Manhole Type, 60" SW-301	12	VF	\$ 850.00	\$ 10,200.00	\$ 1,100.00	\$ 13,200.00	\$ 1,175.00	\$ 14,100.00		
14	6010-108-C-1	Internal Drop Connection	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,665.00	\$ 1,665.00		
15	6010-108-G-1	Connection to Existing Manhole	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,350.00	\$ 1,350.00		
16	6010-108-H-1	Remove Manhole	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00		
Sub Total						\$ 35,750.00	Sub Total	\$ 44,240.00	Sub Total	\$ 47,125.00		
Division 7040 - Pavement Rehabilitation												
17	7040-108-H-0	Pavement - Removal	160	SY	\$ 15.00	\$ 2,400.00	\$ 15.00	\$ 2,400.00	\$ 22.25	\$ 3,560.00		
18	7040-108-I-0	Curb and Gutter - Removal	30	LF	\$ 6.00	\$ 180.00	\$ 10.00	\$ 300.00	\$ 28.50	\$ 855.00		
Sub Total						\$ 2,580.00	Sub Total	\$ 2,700.00	Sub Total	\$ 4,415.00		
Division 8030 - TemporaryTraffic Control												
19	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00		
Sub Total						\$ 3,000.00	Sub Total	\$ 900.00	Sub Total	\$ 1,000.00		
Division 9040 - Erosion and Sediment Control												
20	9040-108-T-1	Inlet Protection Device, Installation	3	EA	\$ 300.00	\$ 900.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00		
21	9040-108-T-2	Inlet Protection Device, Maintenance	3	EA	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00		
Sub Total						\$ 1,050.00	Sub Total	\$ 1,200.00	Sub Total	\$ 1,200.00		
Division 9060 - Chain Link Fence												
22	9060-108-F-0	Temporary Fence	1000	LF	\$ 8.00	\$ 8,000.00	\$ 3.50	\$ 3,500.00	\$ 6.50	\$ 6,500.00		
Sub Total						\$ 8,000.00	Sub Total	\$ 3,500.00	Sub Total	\$ 6,500.00		
Division 11,020 - Mobilization												
23	11020-108-A-0	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 24,000.00	\$ 24,000.00	\$ 8,000.00	\$ 8,000.00		
Sub Total						\$ 15,000.00	Sub Total	\$ 24,000.00	Sub Total	\$ 8,000.00		
Special Provisions - Non-Standard Project Items												
24	SP	Disposal Of Landfill Material	600	TON	\$ 100.00	\$ 60,000.00	\$ 110.00	\$ 66,000.00	\$ 136.50	\$ 81,900.00		
25	SP	Field Verify Lateral Locations	3	EA	\$ 400.00	\$ 1,200.00	\$ 450.00	\$ 1,350.00	\$ 525.00	\$ 1,575.00		
26	SP	Contaminated Water Bypass Pumping	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00		
27	SP	Incentive Pay	15	Day	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00		
Sub Total						\$ 79,200.00	Sub Total	\$ 84,850.00	Sub Total	\$ 101,975.00		
Total Base Bid Amount						\$ 226,685.00	\$ 248,560.00		\$ 255,019.25			
Total Selected Alternate(s) Amount						\$ -	\$ -		\$ -			
Total Bid Amount:						\$ 226,685.00	\$ 248,560.00		\$ 255,019.25			
% Over / Under (-)								Total Bid	\$ 248,560.00	Total Bid	\$ 255,019.25	
								9.65%		12.50%		

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: Approval of Linwood Cemetery Agreement

SUMMARY: City Manager recommending City Council approval of the Linwood Cemetery Agreement.
RESOLUTION Approving An Agreement By And Between The City Of Dubuque, Iowa, And Linwood Cemetery Association

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Agreement
5. Court Order

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Linwood Cemetery Agreement

DATE: August 12, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council approval of the Linwood Cemetery Agreement.

Linwood Cemetery Association is an Iowa non-profit corporation. The Association owns and controls Linwood Cemetery. The Cemetery is a perpetual care cemetery subject to Iowa Code. The Association and the City were parties to litigation regarding responsibility for the preservation and protection of the Cemetery. The Cemetery was placed into receivership, and the State of Iowa initially took on financial responsibility for the preservation and protection of the Cemetery. In accordance with its practices in similar cases across the state, the State of Iowa shifted financial responsibility for the preservation and protection of the Cemetery to the City. The District Court ordered that the city will be responsible for the preservation and protection of the Cemetery on and after July 1, 2025.

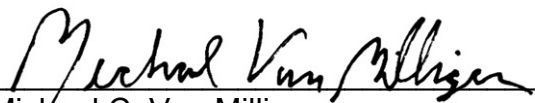
The agreement outlines the following:

1. The Association will continue operating Linwood Cemetery on a day-to-day basis. Linwood Cemetery staff will continue to be employed by Linwood Cemetery Association.
2. The Association will continue to own and control the cemetery.
3. The agreement is for a term of one year and may be extended by mutual, written agreement of the parties.
4. The Association agrees to assist the Friends of Linwood, Inc. in maximizing revenue for the Association. Friends of Linwood, Inc., a 501(c)3 nonprofit, has recently been established for the purpose of raising funds to support the Association's current operations and grow its endowed funds.
5. The Association will support and assist the City in securing the formation of a township that is the corporate limits of the city.
6. The City will designate one representative to serve on the Association's board of directors and thus will have access to all financials for the Association.
7. The Association agrees to explore reasonable opportunities to capitalize on its return on its investment in excess real estate not currently utilized or reasonably expected to be utilized in the foreseeable future for operational

needs of the Cemetery. Any sale of real estate outside the regular course of the Association's operations and any proceeds from the sale of the real estate shall be deposited into one of the Association's endowed investment accounts.

The FY26 Parks and Recreation Department operating budget contains budgeted funding in the amount of \$110,000 for the expressed purposes as outlined in the attached agreement.

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
Stephen Fehsal, Interim Parks and Recreation Director
Jason Lehman, Assistant City Attorney
Marie L. Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Stephen J. Fehsal, Interim Parks and Recreation Director
SUBJECT: Approval of Linwood Cemetery Agreement
DATE: August 12, 2025

INTRODUCTION

The purpose of this memo is to request approval of the Linwood Cemetery Agreement.

BACKGROUND

Linwood Cemetery Association (Association) is an Iowa non-profit corporation (501(c)(13)). The Association owns and controls Linwood Cemetery. The Cemetery is a perpetual care cemetery subject to Iowa Code Chapter 523I. The Association and the City were parties to litigation regarding responsibility for the preservation and protection of the Cemetery, specifically State of Iowa ex rel., Doug Ommen, Iowa Insurance Commissioner v. Linwood Cemetery Association et al., case number 01311 CVCV11136, in the Iowa District Court for Dubuque County. The Cemetery was placed into receivership, and the State of Iowa initially took on financial responsibility for the preservation and protection of the Cemetery. In accordance with its practices in similar cases across the state, the State of Iowa shifted financial responsibility for the preservation and protection of the Cemetery to the City. The District Court ordered that the City will be responsible for the preservation and protection of the Cemetery on and after July 1, 2025.

DISCUSSION

City staff and the Association have worked together to formulate an Agreement based upon the Court's order the City take on financial responsibility of the Cemetery. The agreement outlines the following:

1. The Association will continue operating Linwood Cemetery on a day-to-day basis. Linwood Cemetery staff will continue to be employed by Linwood Cemetery Association.
2. The Association will continue to own and control the cemetery.
3. The agreement is for a term of one year and may be extended by mutual, written agreement of the parties.

4. The Association agrees to assist the Friends of Linwood, Inc. in maximizing revenue for the Association. Friends of Linwood, Inc., a 501(c)3 nonprofit, has recently been established for the purpose of raising funds to support the Association's current operations and grow its endowed funds.
5. The Association will support and assist the City in securing the formation of a township that is the corporate limits of the city.
6. The City will designate one representative to serve on the Association's board of directors and thus will have access to all financials for the Association.
7. The Association agrees to explore reasonable opportunities to capitalize on its return on its investment in excess real estate not currently utilized or reasonably expected to be utilized in the foreseeable future for operational needs of the Cemetery. Any sale of real estate outside the regular course of the Association's operations and any proceeds from the sale of the real estate shall be deposited into one of the Association's endowed investment accounts.

Assistant City Attorney Jason Lehman has reviewed this agreement which addresses the court order.

BUDGET IMPACT

The FY26 Parks and Recreation Department operating budget contains budgeted funding in the amount of \$110,000 for the expressed purposes as outlined in the attached agreement. The City will make monthly payments to the Association equal to the amount of the prior month's operating deficit, plus approved equipment purchases, reduced by any gift or grant income received during the month, reduced by non-cash expenses for columbarium and mausoleum cost of goods sold, reduced by non-cash depreciation expense not used for small equipment purchases during the month, and further reduced by 1/12 (one-twelfth) of the Association's total annual endowed funds available for distribution.

ACTION REQUESTED

I respectfully request approval of the Linwood Cemetery Agreement.

cc: Jason Lehman, Assistant City Attorney

Prepared by: Marie L. Ware, Acting Project and Facilities Manager

RESOLUTION NO.

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND LINWOOD CEMETERY ASSOCIATION

WHEREAS, the Linwood Cemetery Association (the "Association"), a 501(c)(13) tax-exempt corporation, and the City of Dubuque, Iowa (the "City") have reached a tentative agreement regarding the operation and financing of Linwood Cemetery (the "Cemetery");

WHEREAS, the Association owns and controls the Cemetery, the entirety of which is located within the corporate limits of the City;

WHEREAS, the Cemetery is a perpetual care cemetery subject to Iowa Code Chapter 523I;

WHEREAS, the agreement is for a term of one (1) year, beginning July 1, 2025 and ending June 30, 2026, and may be extended by mutual agreement of the parties;

WHEREAS, the parties agree to meet at least quarterly to review the ongoing financial sustainability of the Cemetery;

WHEREAS, the Association shall remain, at all times during the term of the agreement, responsible for and the owner of the Cemetery, and may not transfer such responsibility or ownership without the City's written consent, which may be withheld at the City's sole discretion;

WHEREAS, by no later than December 31, 2025, the Association will provide the City with a budget for the Cemetery's operations for the fiscal year commencing July 1, 2026;

WHEREAS, the Association has established Friends of Linwood, Inc., a 501(c)(3) tax-exempt corporation for the purposes of raising funds to support the Association's current operations and grow its endowed funds;

WHEREAS, the Association will explore reasonable opportunities to capitalize its return on its investment in excess real estate not currently utilized or reasonably expected to be utilized in the foreseeable future for operational needs of the Cemetery. Any sale of real estate outside the regular course of the Association's operations must be approved by the City and any proceeds from the sale of said real estate shall be deposited into one of the Association's endowed investment accounts.

WHEREAS, the Association will provide the City the opportunity to appoint a representative to serve on the Association's board of directors during the duration of this agreement;

WHEREAS, the City shall make monthly payments to the Association equal to the amount of the prior month's operating deficit, plus approved equipment purchases, reduced by any gift and grant income received during said month, reduced by non-cash expenses for Columbarium and Mausoleum cost of goods sold during the month, reduced by non-cash depreciation expense not used for small equipment purchases during the month, and further reduced by 1/12th (one-twelfth) of the Association's total annual endowed funds available for distribution. The cumulative monthly support payments made by the City for the period July 1, 2025 through June 30, 2026 shall not exceed \$110,000 (one hundred ten thousand dollars).

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

Section 1. The Agreement by and between the City of Dubuque and Linwood Cemetery Association, a copy attached hereto, is hereby approved effective July 1, 2025.

Section 2. That the Mayor is hereby authorized and directed to execute the Lease Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Agreement as herein approved.

Passed, approved, and adopted this 18th day of August, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

LINWOOD CEMETERY AGREEMENT

This Linwood Cemetery Agreement (this "Agreement"), dated for reference purposes the 14th day of August, 2025, is made and entered into by and between the City of Dubuque, Iowa (the "City"), whose address for the purpose of this Agreement is 2200 Bunker Hill Road, Dubuque, Iowa 52001, and Linwood Cemetery Association (the "Association"), an Iowa non-profit corporation organized pursuant to Section 501(c)(13) of the Internal Revenue Code, with its principal office in Dubuque, Iowa, whose address for the purpose of this Agreement is 2736 Windsor Avenue, Dubuque, Iowa 52001.

WHEREAS, the Association owns and controls Linwood Cemetery (the "Cemetery"), the entirety of which is located within the corporate limits of the City;

WHEREAS, the Cemetery is a perpetual care cemetery subject to Iowa Code Chapter 523I;

WHEREAS, the Association and the City were parties to certain litigation regarding responsibility for the preservation and protection of the Cemetery, specifically *State of Iowa ex rel., Doug Ommen, Iowa Insurance Commissioner v. Linwood Cemetery Association et al.*, case number 01311 CVCV11136, in the Iowa District Court for Dubuque County;

WHEREAS, the Cemetery was placed into receivership and the State of Iowa initially took on financial responsibility for the preservation and protection of the Cemetery;

WHEREAS, in accordance with its practices in similar cases across the state, the State of Iowa shifted financial responsibility for the preservation and protection of the Cemetery to the City,

WHEREAS, the District Court ordered that the City will be responsible for the preservation and protection of the Cemetery from on and after July 1, 2025 (the "Effective Date"); and

WHEREAS, the parties have reached an agreement regarding the preservation and maintenance of the Cemetery.

NOW, THEREFORE, in consideration of the mutual obligations expressed herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term and Termination. This Agreement is for a term of one year, beginning July 1, 2025, and ending June 30, 2026.

Prior to the completion of the initial term of this Agreement, the parties agree to meet and review the ongoing financial sustainability of the Cemetery. This agreement to meet in no way binds either party to any obligation beyond those obligations expressly

stated in this Agreement. This Agreement may be extended by mutual, written agreement of the parties.

This Agreement may be terminated (a) by either party upon 30 days' written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day notification period, provided, however, if such failure cannot reasonably be cured within such 30-day period, then a longer period of time shall be afforded to cure such breach, up to a total of 60 days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or (b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within 120 days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency laws now in force or hereinafter enacted, federal, state or otherwise, or if such involuntary bankruptcy petition shall be filed against either party and shall not be dismissed within 120 days after such filing.

2. Agreement Amendments. This Agreement may only be amended through a written agreement signed by duly authorized representatives of the parties.

3. Notices. Any notice or other communication required or permitted hereunder shall be deemed sufficiently given if sent by registered or certified mail, return-receipt requested, and addressed as follows, provided that the address of either party may be changed by giving notice thereof to the other party.

- a. If to the City:
Parks & Recreation Director
2200 Bunker Hill Road
Dubuque, Iowa 52001
- b. If to the Association:
Linwood Cemetery Association
2736 Windsor Ave.
Dubuque, Iowa 52001

4. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or other association of any kind, or agent and principal relationship between the parties hereto. Each party shall be deemed to be an independent entity acting toward the mutual benefits expected to be derived from this Agreement. No party, unless otherwise specifically authorized herein, has the authority to

enter into any contract or create an obligation or liability on behalf of, in the name of, or that is binding upon another party to this Agreement.

5. Ownership. The Cemetery will be and remain at all times during the term of this Agreement responsible for and the owner of the Cemetery. The Association shall not transfer such responsibility or ownership of the Cemetery without City's written consent, which may be withheld at City's sole discretion.

6. Cemetery Budget and Financial Information. By no later than December 31, 2025, and each December 31 thereafter for so long as this Agreement remains in effect, the Association must provide the City with (a) a budget for the Cemetery's operations for the fiscal year commencing the following July 1st; and (b) financial information regarding the Cemetery operations during the prior fiscal year, together with a summary of revenue and expenses by category and amount. The budget shall include the Association's good-faith projection of revenues and expenses, presented on a monthly and annual basis. The City shall have full access to all applicable books and records of the Association and the Cemetery related to the Cemetery during the term of this Agreement. Each annual budget shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed. If events occur during any fiscal year that could not reasonably be contemplated at the time the corresponding budget was prepared, the Association may submit an amendment to such budget for review and approval by the City (which approval shall not be unreasonably withheld or delayed). If the City fails to approve any annual budget (or any proposed amendment thereto), the City shall promptly provide the Association with the specific reasons therefor and its suggested modifications to the proposed budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties.

7. Payments by the City to the Association. Commencing in August 2025, the City shall make monthly payments to the Association equal to the amount of the prior month's operating deficit, plus approved equipment purchases, reduced by any gift or grant income received during the said month, reduced by non-cash expenses for columbarium and mausoleum cost of goods sold, reduced by non-cash depreciation expense not used for small equipment purchases during the month, and further reduced by 1/12 (one-twelfth) of the Association's total annual endowed funds available for distribution. (A breakdown of such funds as of December 31, 2024 is attached hereto as Exhibit A and incorporated herein by this reference.) Any equipment purchases in excess of \$10,000 (ten thousand dollars) must be approved by the City prior to purchase, unless the purchase is fully funded by a grant or gift prior to purchase. All payment requests shall be submitted in writing to the City, with supporting monthly financial statements and other relevant documents, if any. All such payment requests shall be substantially similar in form and content as the example invoice attached hereto as Exhibit B. The cumulative monthly

support payments made by the City for the period July 1, 2025, through June 30, 2026, shall not exceed \$110,000 (one hundred ten thousand dollars).

8. Insurance. The Association shall maintain, at all times during the term of this Agreement and any extension thereof, in types of coverage and amounts of limits, such insurance for the Association, the Cemetery, and all related operations as described in the Certificate of Liability Insurance attached hereto as Exhibit C.

9. Indemnification.

a. Indemnification by the Association. The Association agrees to defend, indemnify, and hold harmless the City and its officials, directors, officers, employees, agents, successors, and assigns against any third-party claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "Losses") suffered by such party and to the extent caused by any (i) negligent or reckless act or omission, intentional misconduct, or failure to comply with laws attributable to the Association or any of its employees, or agents, in the performance of its obligations under this Agreement; or (ii) material breach by the Association of any of its representations, covenants, warranties, or agreements made herein.

b. Indemnification by the City. The City agrees to defend, indemnify, and hold harmless the Association (including its parent, subsidiary, and affiliate companies) and each of their respective directors, officers, employees, agents, successors, and assigns against any Losses suffered by such party and to the extent caused by any (i) negligent or reckless act or omission, intentional misconduct, or failure to comply with laws attributable to the City or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) material breach by the City of any of its representations, covenants, warranties, or agreements made herein.

c. Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") who is indemnified by the other party ("Indemnitor") under this Section 9, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending, and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (i) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (ii) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution; provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (iii) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and

Indemnitee shall cooperate with each other in good faith and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

d. Survival. The obligations of the parties contained in this Section 9 shall survive the termination or expiration of this Agreement.

10. Excess Real Estate. The Association agrees to explore reasonable opportunities to capitalize on its return on its investment in excess real estate not currently utilized or reasonably expected to be utilized in the foreseeable future for operational needs of the Cemetery. Any sale of real estate outside the regular course of the Association's operations must be approved by the City, in the City's sole discretion, and any proceeds from the sale of said real estate shall be deposited into one of the Association's endowed investment accounts.

11. Friends of Linwood, Inc. The Association has established Friends of Linwood, Inc., an Iowa non-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code as a tax-exempt corporation for the purposes of raising funds to support the Association's current operations and grow its endowed funds. The Association agrees to take all reasonable and prudent steps to assist Friends of Linwood, Inc. in maximizing revenue for the Association.

12. Township Formation. The Association agrees to take all reasonable and prudent steps to support and assist the City in securing the formation of a township whose boundaries are coextensive with those of the corporate limits of the City, including sending one or more representatives of the Association to meetings of the Dubuque County Board of Supervisors at which such a request is scheduled to be considered.

13. The Association's Board of Directors. At all times during the duration of this Agreement, including any renewal term, the City shall designate one (1) representative to serve on the Association's Board of Directors as an *ex officio* member. The City may change its designated representative by providing written notice of such change to the Association.

14. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Iowa, without regard to its conflicts of laws principles. Venue for any dispute regarding this Agreement shall lie exclusively in the District Court for Dubuque County, and the parties hereby irrevocably consent to the jurisdiction of such court.

15. Nonassignment. This Agreement may not be assigned without written consent of the Association and the City.

16. Successors in Interest. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

17. No Third-Party Beneficiaries. This Agreement shall neither create nor be construed to create any right or obligation of any third-party.

18. Severability. Any provision or term of this Agreement which shall be found to be contrary to law or otherwise unenforceable shall not affect the remaining provisions or terms of this Agreement, which shall be construed as if any unenforceable provision or term was absent from this Agreement.

19. Delay or Impossibility of Performance. Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God, flood, fire or similar natural event, or civil insurrection or war. In each case, the delay or impossibility must be beyond the reasonable control and without the fault or negligence of the party claiming delay or impossibility of performance. If delay or impossibility of performance results from a party's conduct, negligence, or failure to perform, the party shall not be excused from compliance with their obligations under this Agreement.

20. Waivers. Except as may be specifically provided for in a written waiver, signed by a duly authorized representative of the party granting the waiver, failure or delay by either party at any time to require performance by the other party or to claim a breach of any provision of the contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature.

22. Entire Agreement. This Agreement contains the entire agreement of the parties concerning the subject hereof. The parties shall not rely on any representations that may have been made which are not specifically included in this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the effective date set forth above.

(Signature page follows . . .)

CITY OF DUBUQUE, IOWA

LINWOOD CEMETERY ASSOCIATION

By: _____

Brad M. Cavanaugh
Mayor

By: Ken Miller

Ken Miller
President

ATTEST:

By: _____

Adrienne N. Breitfelder, City Clerk

###

Linwood Cemetery
Endowed Funds

EXHIBIT A

	Perpetual Care	Special Care	Reute Fund	Total
December 31, 2024 balances	1,608,274.57	254,817.75	36,730.14	
Unit-trust distribution rate	4%	4%	4%	
2025 distributable income	64,330.98	10,192.71	1,469.21	75,992.90
Amortization period (months)				12
Projected average monthly support				6,332.74

Notes:

1 Perpetual Care:

- 20% of all sales of interment rights are deposited into the state mandated Perpetual Care account.
- Distributions of annual income are permitted to provide operating funds for general maintenance and upkeep of the cemetery grounds.
- Iowa permitted a change to an annual 4% unit-trust distribution method to modernize long term investment strategies for Perpetual Care funds.
- Linwood adopted the unit-trust distribution method in 2019.
- In previous years, Linwood has adopted a policy to fund equipment purchases from the Perpetual Care annual distributions.
- As of May 31, Linwood has not taken its 2025 unit-trust distribution amount.

2 Special Care

- Special Care represent funds contributed to an endowed account by individuals for funds to be used for special maintenance and care of specific individual plots and general cemetery beautification projects.
- As of May 31, Linwood has not taken its 2025 income distribution.

3 Reute Fund

- This was a fund established by the Reute family for care of their family plots and general maintenance and upkeep of the cemetery grounds.
- As of May 31, Linwood has not taken its 2025 income distribution.

4

The investment returns of these endowed accounts are reported in the monthly financial statements, even though the use of funds are restricted. Actual distributions of the funds from the endowed accounts are reflected as balance sheet transfers versus income on the financial statements.

EXHIBIT B

Linwood Cemetery
2736 Windsor Ave.
Dubuque, Iowa 52001
563-582-1289

City of Dubuque
Monthly Assistance Support Payment
31-Jul-25

Attention:
Parks & Recreation Director
2200 Bunker Hill Road
Dubuque, Iowa 52001

Description:	
Net ordinary income (loss)	(14,209.53)
Gifts and Contributions Income	100.00
Add back: non-cash depreciation expense	2,100.00
Add back: non-cash COGS	-
Approved equipment purchases	-
Add back 1/12th annual endowment distribution	6,332.74
Modified operating deficit	(5,676.79)
July assistance payment request	5,676.79
Notes:	
1. See Linwood internal July financial statement attached.	
2. No sales of Mausoleums or Columbarium niches during July.	
3. No equipment purchases during the month of July.	
4. See previously submitted endowed funds annual distribution calculation.	

Submitted: by / date

K Miller

8/7/2025

**EXHIBIT C****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/9/2025

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 Cottingham & Butler 800 Main St. Dubuque IA 52001		CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:		
INSURED Linwood Cemetery Association 2736 Windsor Ave Dubuque IA 52001 LINWCCEM-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Motorists Mutual Ins. Company		14621
		INSURER B: Wesco Insurance Company		25011
		INSURER C: Great American Insurance Co.		16691
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 701744017**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 SUBR INSD 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:		5000078212	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		5000078212	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		5000082298	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		WWC3749426	12/18/2024	12/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A C A	Property Directors & Officers Inland Marine		5000078212 EPPE913257 5000078212	2/1/2025 2/1/2025 2/1/2025	2/1/2026 2/1/2026 2/1/2026	See Below Limit Contractors Equipment \$1,000,000 \$107,200

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2736 Windsor Ave - (Shop) Building Value: \$697,723
2736 Windsor Ave - (Chapel) Building Value: \$553,312 Business Personal Property Limit: \$20,946
2736 Windsor Ave - (Mausoleum) Building Value: \$673,938
2736 Windsor Ave - Gates and Posts: \$106,000

CERTIFICATE HOLDER**CANCELLATION**

City of Dubuque
50 W 13th St.
Dubuque IA 52001
United States

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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IN THE IOWA DISTRICT COURT FOR DUBUQUE COUNTY

STATE OF IOWA, ex rel., DOUG OMMEN,
IOWA INSURANCE COMMISSIONER,

Plaintiff,

v.

LINWOOD CEMETERY ASSOCIATION,
THE CITY OF DUBUQUE TOWNSHIP,
JULIEN TOWNSHIP, AND DUBUQUE
COUNTY,

Defendants.

Case No. CVCV111136

**ORDER TRANSFERRING DUTY OF
CARE REGARDING LINWOOD
CEMETERY TO THE CITY OF
DUBUQUE AND TERMINATING THE
RECEIVERSHIP**

The Commissioner's motion comes before the Court for consideration. No resistance has been filed. The Court finds that the motion is timely and that it should be granted.

IT IS THE ORDER OF THE COURT that the Motion to Terminate Receivership and Transfer Duty of Care Regarding Linwood Cemetery to the City of Dubuque is GRANTED.

IT IS FURTHER ORDERED that the City of Dubuque will become responsible for the preservation and protection of Linwood Cemetery on July 1, 2025.

IT IS FURTHER ORDERED that on July 1, 2025, this Receivership will be terminated and this matter closed without further order of court.

IT IS SO ORDERED.

NOTICE OF ELECTRONIC FILING OR PRESENTATION [NEF]

A filing has been submitted to the court RE: 01311 CVCV111136
Judge:
Official File Stamp: 04/01/2025 07:33 PM
Court: DUBUQUE
Case Title: OMMEN ET AL V LINWOOD CEMETERY ET AL
Document(s) Submitted: OROT-OTHER ORDER TRANSFERRING DUTY OF CARE
Filed by or in behalf of: MONICA ZRINYI ACKLEY

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

The electronic filing system has served the following people

CRENNA MARIE BRUMWELL for DUBUQUE CITY OF, IOWA INSURANCE COMMISSIONER
DOUG OMMEN

KEVIN THOMAS PROTZMANN for IOWA INSURANCE COMMISSIONER DOUG OMMEN, STATE
OF IOWA EX REL

TYLER LEE EASON for IOWA INSURANCE COMMISSIONER DOUG OMMEN, STATE OF IOWA
EX REL

PARTIES NOT SERVED BY EDMS The Iowa Electronic Document Management System has not served the following parties. Per rule 16.315(2), the filing party must serve a paper copy of the filed document(s) on the following parties in the manner required by Iowa Court Rules. *

IOWA INSURANCE DIVISION
LINWOOD CEMETERY ASSOCIATION

Note: The rules define the clerk of court as responsible for service of court-generated documents. Additionally on small claims cases that by statute can be served by certified mail, when the filer has selected and paid for certified mail in the electronic filing system or at the clerk of court office, the clerk of court is responsible for service of the original notice and answer and appearance by certified mail in accordance with the Code of Iowa.

*The moving party or the individual who filed it is responsible for service of a document if it was not served by EDMS. That includes, but is not limited to, service of all petitions and original notices [rule 16.314(3)], service of documents on all parties seeking to intervene or nonparties [rule 16.319], service of all documents on non-registered parties [rule 16.315(2)], and service of all documents proposed for restricted access and filed under an order restricting access [rule 16.405(4)].

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Parks and Recreation Advisory Commission Recommendation for Naming South Pointe Subdivision Park
SUMMARY:	Park and Recreation Advisory Commission recommending the name South Pointe Park for the park in the South Pointe subdivision.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Proposed Names for South Pointe Park Subdivision
4. Park Naming Policy

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

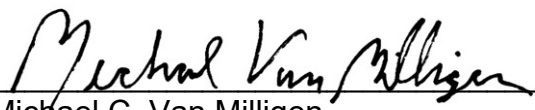
SUBJECT: Parks and Recreation Advisory Commission Recommendation for Naming South Pointe Subdivision Park

DATE: August 13, 2025

On June 16th, 2025, Communications Specialist Kristin Hill created and released a press release for the naming of South Pointe subdivision park. An online form for submission was used and paper copies were available at the Multicultural Family Center. The City's social media outlets were used to promote the naming. The submission process was open from June 16 through July 16, 2025.

Twenty-three online forms were submitted for South Pointe subdivision park naming. All submissions were eligible per the Park Naming Policy. The proposed names are attached.

This information was provided to the Parks and Recreation Commission's for their consideration at their August 12, 2025, meeting. The Commission unanimously agreed to recommend naming South Pointe subdivision park to be South Pointe Park.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Stephen Fehsal, Interim Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Stephen J. Fehsal, Interim Parks and Recreation Director
SUBJECT: Parks and Recreation Advisory Commission Recommendation for Naming South Pointe Subdivision Park
DATE: **August 12, 2025**

INTRODUCTION

The purpose of this memo is to provide the naming recommendation of South Pointe Park from the City's Parks and Recreation Advisory Commission for the park located in the South Pointe subdivision.

BACKGROUND

The area for the park in the South Pointe subdivision is currently being developed by the subdivision developer. The park is expected to be completed by the end of October 2025. A Parks and Recreation Naming Policy was approved in 2018 by City Council. It outlines guiding principles of naming and renaming and procedures for both naming and renaming.

DISCUSSION

On June 16th, 2025, Kristin Hill, Communications Specialist created and released a press release for the naming of South Pointe subdivision park. An online form for submission was used and paper copies were available at the Multicultural Family Center. The City's social media outlets were used to promote the naming. The submission process was open from June 16 through July 16, 2025.

Twenty-three online forms were submitted for South Pointe subdivision park naming. I reviewed the submissions and all were eligible per the Park Naming Policy. The proposed names are attached.

This information was provided to the Parks and Recreation Commission's for their consideration at their August 12, 2025, meeting. The Commission unanimously agreed to recommend naming South Pointe subdivision park to be South Pointe Park.

ACTION REQUESTED

The Park and Recreation Commission respectfully recommend the name of South Pointe Park for the park located in the South Pointe subdivision.

Prepared by: Marie L. Ware, Acting Project and Facilities Manager

Proposed Names for South Point Neighborhood Park: July 2025

	Proposed Name	Category name falls under	Explanation	Submitted by:	Address
1	Tom Scherr Park	Historic events, people, and places	I propose the name Tom Scherr park because without Tom Scherr, Wahlert wouldn't have its first state football championship. 3 Touchdowns in the first half against Humboldt at the UNI Dome should highlight why we should immortalize him as the name of the park.	Nick Klapatauskas	Dubuque, IA
2	Sgt Matthew Spautz	Historic events, people, and places	Google Matthew Spautz & you will find all the info as to why he deserves to be honored by the naming of the park after him	Mike Spautz	Dubuque, IA
3	South Pointe Lake Park	Historic events, people, and places	South Pointe Lake Park- clearly reflects the neighborhood in which the park is located and highlights its most unique feature — the lake. The name is simple, memorable, and intuitive for residents and visitors alike. With a new playground planned alongside the water, this name captures the dual purpose of the park: a peaceful, natural retreat and a fun, active space for families. It also aligns well with the City of Dubuque's naming guidelines by referencing the geographic location and defining landscape of the area.	Lauren Minert	Dubuque, IA
4	Driftless Pointe Park	Geographic location, such as naming in relationship to an adjacent street	It's simple, geographic, and approachable. Connects the subdivision name with the Driftless region. Feels like it belongs in a neighborhood.	Shanda Munson	Dubuque, IA
5	Meskwaki park, Or Fox park	Historic events, people, and places	Named after the Indian Tribe that lived here when Julien Dubuque came and settled the place .	Kenneth Miller Jr	Dubuque, IA
6	Tom Scherr Park	Historic events, people, and places	Tom was an integral part of Wahlert's historical state football championship, and he should be immortalized in this park. Without him, Dubuque would not have a football state championship. Tom Scherr has made a deep impact in Dubuque's rich history, and he deserves this park to be named in his honor. Just look at the stat line, he is a key part of Dubuque and our legacy as a town in Iowa.	John Smith	Not Provided
7	Pier Park (or Pier Bros Park)	Historic events, people, and places	Philip Pier (and his brother) were businessmen and merchants - and politicians - in the formation of Dubuque in it's early days; (see Encyclopedia Dubuque on the Internet). Philips journey from a small town in Germany paralleled the route taken by my Great-Great Grandfather and his family around 1852 - Germany to Galena then to Dubuque. Philips birthplace (Nackenhiem Germany) still exists, I visited it in 2008. Interesting that (re Encyclopedia Dubuque) that Philip was instrumental in bringing coal to Dubuque as a fuel source - eg, lightly ridiculed for the idea of " burning rocks". He had a relative in Nackenheim - Dr Prof Mathias Pier, chemist, who developed the coal gasification process! I believe naming a park for a important person of the past will keep them alive in history - and remind (or inspire) present day people to ignite the spirit of innovation, imagination and action within themselves; Walk in the footsteps of our predecessors;	Dennis Heckelsmiller	Dubuque, IA

8	P.L.R. Park or PLR Park	Historic events, people, and places	Initials of surnames of people / families that have had a large impact on Dubuque from it's early days.... Pier - Philip Pier - multifaceted business operator and politician in the early days of Dubuque Lange - Bob Lange - world class ski boots, developed in Dubuque Rhomberg - too many of these folks to individually list here, multiple businesses including the Star Brewery and (sad too see it go) Rhomberg Furs on White Street. Having an acronym / initials for a park name may not be the greatest idea from a marketing perspective; These days however, cryptic abbreviations seem to be the norm; They do tweek peoples interest though - (What the heck does that mean??). 3 letters - easy to remember - can uncover alot of treasures of Dubuque with a little digging.	Dennis Heckelsmiller	Dubuque, IA
9	South Park	Historic events, people, and places	Incorporates the South portion of the subdivision. Historical reference that young people will understand.	Gary Dieters	Dubuque, IA
10	Emanate Honor Park	Historic events, people, and places	To emanate with honor means to radiate or project a sense of integrity, moral uprightness, and respectability. It signifies demonstrating these qualities through actions and interactions, creating a positive impression. I think everyone in this community and others should try and demonstrate this behavior to bring hope back and believe people are good. Let's teach each other better.	Jessica Rosado	Not Provided
11	Grand River Park	Individuals or groups who have provided exceptional service to the City	Grand river decided to partner with unity point to keep the providers with their patients and community. Let's keep grand river in our community by naming a park after them. They were a family oriented provider. Let's keep it family oriented. They was also amazing to their staff.	Jolene Hansen	Dubuque, IA
12	Nature's Nest	Geographic location, such as naming in relationship to an adjacent street	The beauty of flowers, trees, bunnies, etc. and of course birds on this high open area.	Deb Glab	Dubuque, IA
13	Don Ameche Park	Historic events, people, and places	Don Ameche was a celebrated screen actor and comedian who attended Loras College, married a Dubuque woman and is buried in her family's plot at the old Resurrection Cemetery in Asbury. He is best known for portraying Alexander Graham Bell.	William Zmudka	Dubuque, IA
14	South Pointe Park	Geographic location, such as naming in relationship to an adjacent street	It makes sense.	Patrick Norton	Dubuque, IA
15	Montgomery Park	Historic events, people, and places	Ralph Montgomery, a formerly enslaved man, fought for and won his freedom after a legal battle that ended in 1839 with the Iowa Supreme Court ruling in his favor.	Shante Weston	Not Provided
16	South Pointe Park	Geographic location, such as naming in relationship to an adjacent street	This is the name of the development in which it is located.	Michael Klauer	Dubuque, IA
17	Ted Ellsworth Park	Individuals or groups who have provided exceptional service to the City	Ted Ellsworth is near the top of the list when it comes to prominent Dubuquers of the Greatest Generation. He is the most decorated war hero in Dubuque's history. He fought in the British Army in N.Africa under Montgomery and in Europe under Patton. He spent time in a German POW camp until he escaped. After thw War he was a prominent business and civic leader in Dubuque. He was the 1961 Citizen of the year, andlater spent 4 years ans a State Representative.	James Stack	Dubuque, IA

18	South Pointe Park	Geographic location, such as naming in relationship to an adjacent street	Because it's located in South Pointe and the name just fits the park.	Jessica Weiner	Not Provided
19	South Pointe Park	Geographic location, such as naming in relationship to an adjacent street	Name of the neighborhood/nearby street.	Not Provided	Not Provided
20	Shelley Park	Historic events, people, and places	While not born in Dubuque, her heroic story was celebrated there and throughout Iowa. At age 15, she crawled across a collapsing bridge during a storm to warn an incoming train, saving many lives.	Kyleigh Schwendeman	Dubuque, IA
			Who Was Kate Shelley? Full Name: Catherine Carroll Shelley Here is a long winded summary of her story: Born: September 25, 1865, in County Limerick, Ireland Immigrated: Her family moved to Iowa when she was a child, settling near Moingona, a small rail town near Boone, Iowa. ◊ The Heroic Night — July 6, 1881 A severe thunderstorm had struck central Iowa, causing flash flooding. A railroad bridge over Honey Creek (a tributary of the Des Moines River) had washed out. A Chicago & North Western Railroad pusher engine (sent out to check the tracks) plunged into the creek. Kate, then just 15 years old, witnessed the accident from her home nearby. ◊ What She Did: Two men were stranded in the wreckage, and a passenger train was scheduled to cross that same route. Despite torrential rain, darkness, and flooding, Kate: Crawled across a damaged railroad bridge over the Des Moines River. Reached the Moingona station and warned the station agent in time to stop the train. Then she returned with help to rescue the two surviving crewmen from the engine crash. ◊ Aftermath and Recognition: Kate Shelley became nationally famous. Newspapers from coast to coast covered her story. She received: A medal from the state of Iowa		

			Numerous monetary rewards and gifts from women's clubs, rail companies, and civic groups A lifetime pass on the Chicago & North Western Railway ◦ Legacy: Kate Shelley High Bridge (1901): A major rail bridge near Boone was named in her honor. For many years, it was the highest and longest double-track railroad bridge in the U.S. Kate Shelley Museum: Located in Boone County, dedicated to her memory. Her bravery became a symbol of feminine heroism during a time when such narratives were rare. Her story is taught in Iowa schools and continues to inspire plays, poems, and historical exhibits. I really love her story and it Shelley Park has a nice ring to it.		
21	Tom Scherr	Individuals or groups who have provided exceptional service to the City	Tom Scherr was a huge part of Wahlert Catholic's success in winning their state championship. This name would give him the recognition he needs. And it would benefit the whole community by educating people of his not only physical successions, but also his academic achievements.	Ben Klavitter	Dubuque, IA
22	Tom Scherr	Individuals or groups who have provided exceptional service to the City	This new park deserves to be named after Tom Scherr because his legacy is more than just stats on a scoreboard—he's a hometown hero who brought pride, unity, and excitement to the community every Friday night. His talent electrified the field, but it was his leadership, work ethic, and sportsmanship that truly set him apart. Naming the park after Tom not only honors his athletic achievements but also immortalizes the inspiration he gave to younger generations. It's a tribute to the grit and heart he showed on and off the field—a reminder that greatness can grow right here at home.	Aaron Cutsforth	Not Provided
23	Rockdale Park	Geographic location, such as naming in relationship to an adjacent street	I guess because it's off Rockdale Road and that indicates it's location easily for people.	Sara Burke	Not Provided

CITY OF DUBUQUE

PARK & RECREATION FACILITY NAMING POLICY

The City recognizes the importance of naming its parks and recreational facilities. The name of a park, trail, recreational facility, or natural area carries context and meaning to members of the community as well as providing a means of identifying and utilizing the City's many public spaces.

To that end, this policy provides a consistent, systematic approach to naming the City's parks, trails, recreational facilities, and natural areas.

I. Guiding Principles

It is the City's right to reserve the naming or renaming of parks, trails, recreational facilities, or natural areas to serve the best interests of the City and preserve a worthy and enduring legacy for the City's parks and recreation system. Naming requests should generally fall within one of the following broad categories:

- a. Historic events, people, and places;
- b. Individuals (living or non-living) or groups who have provided exceptional service to the City of Dubuque's park system, recreation facilities or the City as a whole;
- c. Major donations, including land or other contributions for the improvement and/or expansion of the park or trails system.
- d. Geographic location, such as naming in relationship to an adjacent street.

Naming/renaming is also meant to be a permanent act to minimize confusion, encourage a thoughtful approach to naming, and to respect our City's history. Renaming current facilities should only be undertaken when clearly warranted.

II. Procedures

These procedures are meant to ensure that naming is approached in a consistent manner.

- a. Requests for naming or renaming of parks, trails, recreational facilities or natural areas shall be submitted to the Leisure Services Manager in writing. The request must contain at minimum the proposed name and reasons for the proposed name. If the request is to replace a current name, the request must contain a justification for renaming. In addition, requests should be accompanied by documentation attesting to community support for the proposed name, including signed letters or petitions.
- b. Upon receipt of a request for naming or renaming, the Leisure Services Manager shall evaluate whether the request complies with the guiding principles of this policy, authenticate supporting documents, and prepare and forward the information for the Commission's consideration.
- c. The naming or renaming request should be presented to the Commission at a public meeting within two months of receipt of the request by the Leisure Services Manager. The Commission is responsible for developing their recommendation concerning the request to be presented to the City Council.

- d. The Commission will allow for public input and comment on naming or renaming requests.
- e. At a subsequent public meeting, the City Council may consider the recommendation of the Commission and the Leisure Services Manager in reaching a final decision concerning the request.

The City Council approved Fundraising and Naming Recognition Policy will be used with this policy when and where applicable.

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE: Letters of Support for Application to IEDA for Redevelopment Tax Credits

SUMMARY: City Manager recommending City Council approve the submission of the attached letters supporting the applications for Iowa Redevelopment Tax Credits for Wilson House (1243 Locust Street) and IOCO Building (100 E. 1st Street), confirming the City's recognition that the properties are eligible for the tax credit based on the state's definition of a brownfield.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Wilson House - 1243 Locust St - Tax Credit Letter
4. IOCO Building - 100 E 1st St - Tax Credit Letter

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Letters of Support for Iowa Redevelopment Tax Credit Applications for
Downtown Redevelopment Projects on Brownfields Sites

DATE: August 12, 2025

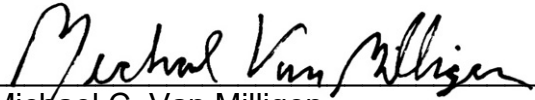
Economic Development Director Jill Connors is recommending City Council approve the submission of the attached letters supporting the aforementioned applications for Iowa Redevelopment Tax Credits, confirming the City's recognition that the properties are eligible for the tax credit based on the state's definition of a brownfield.

This letter confirms the City's recognition that the properties meet the state's definition of a brownfield and that their redevelopment benefits the community. The following projects have requested a letter of support from the City to accompany their application:

Wilson House (1243 Locust Street)

IOCO Building (100 E. 1st Street)

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: Letters of Support for Iowa Redevelopment Tax Credit Applications for
Downtown Redevelopment Projects on Brownfields Sites

DATE: August 11, 2025

INTRODUCTION

This memorandum presents for City Council review the letters of support to accompany Iowa Redevelopment Tax Credit Applications to the Iowa Economic Development Authority being submitted for redevelopment of two properties in Dubuque.

BACKGROUND

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

Brownfield Sites

Brownfield sites are abandoned, idled or underutilized industrial or commercial properties where real or perceived environmental contamination prevents productive expansion or redevelopment. Examples of brownfield sites include former gas stations, dry cleaners and other commercial operations that may have utilized products or materials potentially hazardous to the environment.

- Tax credits of up to 24% of qualifying costs of a brownfield project and up to 30% if the project meets green building requirements.

Grayfield Sites

A Grayfield site is an abandoned public building or industrial or commercial property that meets these requirements:

1. The property's infrastructure is outdated or prevents efficient use – site is vacant, blighted, obsolete, or otherwise underutilized.
 2. Property improvements and infrastructure are at least 25 years old AND one or more of the following conditions exists:
 - a. At least thirty percent of a building located on the property is available for occupancy and has been unoccupied for at least a year.
 - b. The assessed value of property's improvements has decreased by at least 25 percent.
 - c. The property is used as a parking lot.
 - d. Improvements on the property no longer exist.
- Tax credits of up to 12% of qualifying costs of a grayfield project and 15% if the project meets green building requirements.

The Program is capped at \$15 million per fiscal year with a maximum award of \$1.5 million per project.

DISCUSSION

Applications for this program are accepted on an annual basis, due by September 1st. The following projects have requested a letter of support from the City to accompany their application. This letter confirms the City's recognition that the properties meet the state's definition of a brownfield and that their redevelopment benefits the community.

Wilson House (1243 Locust Street)

Wilson House has been vacant since 2018 and had over 200 showings before being sold. An asbestos survey was completed in 2024 with sampling and analysis showing evidence of asbestos being present in piping insulation and floor tile/mastic. The piping insulation and floor tile/mastic to be remediated for the property to be redeveloped. 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.

IOCO Building (100 E. 1st Street)

The IOCO Building is one of two remaining historic buildings located within the South Port area. The proposed redevelopment of the building and property would be the first of its

kind in this area and set an example of the quality and impact a project can have for a community. The project will create a recreation/gathering place for the entire Dubuque area. It will also create a physical and visual connection to the Mississippi River, utilizing Dubuque's best and largest natural asset. The property has already been the subject of environmental testing and identified the presence of both asbestos and lead based paint.

RECOMMENDATION

I respectfully request City Council approve the submission of the attached letters supporting the aforementioned applications for Iowa Redevelopment Tax Credits, confirming the City's recognition that the properties are eligible for the tax credit based on the state's definition of a brownfield.



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

August 11, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility, Wilson House (1243 Locust Street) as Brownfield Site

Wilson House in Dubuque, IA meets the criteria of a Brownfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

Per code definition, “Brownfield site” means an abandoned, idled, or underutilized industrial or commercial facility where expansion or redevelopment is complicated by real or perceived environmental contamination. Wilson House has been vacant since 2018. An Asbestos Survey was completed in 2024 with sampling and analysis showing evidence of asbestos being present in piping insulation and floor tile/mastic. The piping insulation and floor tile/mastic to be remediated for the property to be redeveloped.

Per code definition, a brownfield site includes property contiguous with the property on which the individual or commercial facility is located. Wilson House contamination is contained to its property boundaries.

Per code definition, a brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et Seq. Wilson House has not been placed, or is proposed for placement, on this list.

The redevelopment of this property would create an impact on Dubuque’s need for housing and restore a building in the Jackson Park neighborhood. Housing permits within the City of Dubuque have increased significantly between 2019-2021, yet new construction only makes up 0.76% of the existing of the total housing in Dubuque. An exceptional housing demand is marked by statistics regarding the days on market (DOM); from 2019-2021 there was an average DOM of 30 days which is significantly less than the state average at the same time. Cost overburdened renters and relatively low

unemployment despite the Covid-19 pandemic, show a sustained need for workforce housing in the City of Dubuque.

Wilson House is a significant building within the Jackson Park neighborhood. If not renovated fully and properly, the building will continue to decline. In the year it was for sale, Wilson House had over 200 showings. The interest was high, due to the location and potential. Yet, the sizeable scope of work, unknown potential contaminants, and gaps in financing to perform were too great for most developers. This project will take historical preservation skill and grant source funding to be successful, and 563 Properties has the experience and expertise to complete the project. Wilson House has the potential to create dynamic housing solutions to support workforce growth and to invest in the historic fabric of our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period. The signature is stylized with a large initial "J" and a long, sweeping underline.

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>

August 11, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit - Program Eligibility, 100 E. 1st Street (IOCO Building) as Brownfield Site

IOCO Building in Dubuque, IA meets the criteria of a Brownfield Site as it is defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

Per code definition, "Brownfield site" means an abandoned, idled, or underutilized industrial or commercial facility where expansion or redevelopment is complicated by real or perceived environmental contamination. The IOCO Building has been underutilized for many years and has been vacant for 18 months.

An Asbestos Survey was completed in October of 2024 with sampling and analysis showing evidence of asbestos being present in 10 of the 47 samples. Asbestos Containing Material (ACM) included roofing tar, floor tile, adhesives, fittings and pipe insulation. The ACM to be remediated for the property to be redeveloped.

A Lead-Based paint inspection was completed in October of 2024 with sampling and analysis showing evidence of Lead-Based paint (LBP) on 40 of 147 samples. These included elevator shaft walls, door components, window components, ceilings, doors, walls and columns.

Per code definition, a brownfield site includes property contiguous with the property on which the individual or commercial facility is located. The IOCO Building contamination is contained to its property boundaries.

Per code definition, a brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et Seq. IOCO Building has not been placed, or is proposed for placement, on this list.

The redevelopment of this property would create a catalyst type impact for the South Port area, which is poised to be the next, large-scale development in downtown Dubuque. The catalyst impact would increase development interest of all types for the surrounding properties and start a long-range goal of development matching what occurred on the north side of the Ice Harbor.

The IOCO Building is one of two remaining historic buildings located within the South Port area. The proposed redevelopment of the building and property would be the first of its kind in this area and set an example of quality and impact a project can have for a community. The project will create a recreation/gathering place for the entire Dubuque area. It will also create a physical and visual connection to the Mississippi River, utilizing Dubuque's best and largest natural asset.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period. The signature is stylized with a large initial "J" and a long, sweeping underline.

Jill Connors, Economic Development Director

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE: Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the Rehabilitation of 1701 Central Avenue

SUMMARY: City Manager recommending City Council approval of a resolution authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority (IEDA) for the rehabilitation of 1701 Central Avenue.

RESOLUTION Authorizing Contract 25-CTBF-06 By And Between The City Of Dubuque, Iowa, And The Iowa Economic Development Authority For A Community Catalyst Building Remediation Grant For The Rehabilitation Of 1701 Central Avenue In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Award Letter
4. IEDA Contract 25-CTBF-06
5. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the Rehabilitation of 1701 Central Avenue

DATE: August 13, 2025

Economic Development Director Jill Connors is recommending City Council approval a resolution authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority (IEDA) for the rehabilitation of 1701 Central Avenue.

The Iowa Economic Development Authority Community Catalyst Building Remediation Grant Program assists communities with the redevelopment or rehabilitation of buildings to stimulate economic growth or reinvestment in the community. For The IEDA program, the City must be the applicant and provide financial and/or in-kind resources.

Adam Vogel Building, LLC (the Developer) is the current building owner of 1701 Central Avenue. The Developer intends to redevelop the property and approached City staff expressing interest in applying for the IEDA Community Catalyst Building Remediation Grant Program. To assist the project, City staff applied for the program, as well as drafting a development agreement committing City incentives.

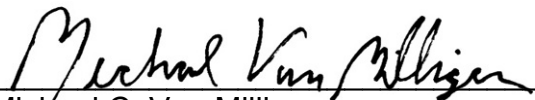
The City has been informed that the project has been selected for a \$100,000 award from IEDA. In order to receive the funds to pass through to the project by reimbursing eligible costs, the City must enter into a Contract with IEDA, which is attached.

The rehabilitation of 1701 Central Avenue improvements include updating all mechanicals to meet code and capacity, removing asbestos in the flooring and walls, roof and masonry repairs, restoration of the historic façade as outlined by the State Historic Preservation Office, rehabilitation of four uninhabitable residential rental units, creation of a new fifth residential rental unit on the ground floor at the rear of the structure, restoration of commercial space on the first floor, installation of a security system and outside lighting.

In addition to the IEDA grant, the project would be eligible for City incentives (a rehabilitation grant at \$35,000 maximum, and the housing creation grant at \$50,000

maximum) which staff anticipate bringing to City Council for review in September as part of a development agreement.

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: Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the Rehabilitation of 1701 Central Avenue

DATE: August 13, 2025

INTRODUCTION

This memorandum presents for City Council review and approval a resolution authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority (IEDA) for the rehabilitation of 1701 Central Avenue.

BACKGROUND

The IEDA Community Catalyst Building Remediation Program assists communities with the redevelopment or rehabilitation of buildings to stimulate economic growth or reinvestment in the community. Funding of the grant is based on annual availability. One commercial building per community is eligible for the project application.

For The IEDA program, the City must be the applicant and provide financial and/or in-kind resources.

DISCUSSION

Adam Vogel Building, LLC (the Developer) is the current building owner of 1701 Central Avenue. The Developer intends to redevelop the property and approached City staff expressing interest in applying for the IEDA Community Catalyst Building remediation Grant Program. To assist the project, City staff applied for the program, as well as drafting a development agreement committing City incentives.

The City has been informed that the project has been selected for a \$100,000 award from IEDA. In order to receive the funds to pass through to the project by reimbursing eligible costs, the City must enter into a Contract with IEDA, which is attached to this memorandum.

The rehabilitation of 1701 Central Avenue improvements include updating all mechanicals to meet code and capacity, removing asbestos in the flooring and walls, roof and masonry repairs, restoration of the historic façade as outlined by the State Historic Preservation Office, rehabilitation of four uninhabitable residential rental units, creation of a new fifth residential rental unit on the ground floor at the rear of the structure, restoration of commercial small on the first floor for neighborhood support, installation of a security system and outside lighting.

In addition to the IEDA grant, the project would be eligible for City incentives (a rehabilitation grant at \$35,000 maximum, and the housing creation grant at \$50,000 maximum) which staff anticipate bringing to City Council for review in September as part of a development agreement.

RECOMMENDATION/ ACTION STEP

I recommend that the City Council approve the attached resolution authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the rehabilitation of 1701 Central Avenue. The proposed project would advance the City Council goals Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity, Vibrant Community: Healthy and Safe, and Livable Neighborhoods and Housing: Great Place to Live.



July 14, 2025

Jill Connors
City of Dubuque
50 West 13th Street
Dubuque, Iowa 52001

SUBJECT: 2025 Community Catalyst and Building Remediation Grant (25-CTBF-06)

Dear Jill:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Dubuque a Community Catalyst and Building Remediation Grant in an amount not to exceed \$100,000. These funds are to be used for 1701 Central Avenue in the City of Dubuque as stated in the grant application.

Enclosed is the Contract between the Grantee Organization and IEDA. No grant funds will be disbursed until the applicant and the Iowa Economic Development Authority have agreed to the terms of the contract and the contract is executed. Please review the document thoroughly. E-mail a scanned copy of the original signed contract to Susan Watson at susan.watson@IowaEDA.com no later than September 12, 2025. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Jim Thompson, at 515.348.6183 or by e-mail at Jim.Thompson@IowaEDA.com.

IEDA looks forward to working with the City of Dubuque on its Community Catalyst and Building Remediation grant project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,

Abraham

Debi Durham (Jul 17, 2025 10:48 CDT)

Debi Durham, Director

File: iowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Dubuque
AGREEMENT NUMBER: 25-CTBF-06
DATE OF AWARD LETTER: July 14, 2025
PROJECT COMPLETION DATE: July 14, 2027
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Dubuque, 50 West 13th Street, Dubuque, Iowa 52001 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH STATE OR LOCAL BUILDING CODE.

- (a) The Grantee must provide evidence that the Project complies with the state building code, if either of the following applies:
 1. The Project is located in a governmental subdivision which has not adopted a local building code, or
 2. The Project is located in a governmental subdivision which has adopted a building code, but the building code is not enforced. If the state building code is applicable to the project, bidding for construction shall not be conducted prior to the written approval of final plans by the state building code bureau.
- (b) The Grantee must provide evidence that the Project complies with local building codes if the Project is located in a governmental subdivision which has adopted a local building code and the building code is enforced.

21. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material

breach of this Agreement.

22. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

23. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

24. PUBLIC RECORDS: RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

25. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

26. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

27. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

28. USE OF NAME. The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

29. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

30. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

31. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

32. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

33. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply

to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

34. MAINTENANCE OF INSURANCE. The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

35. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

36. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

37. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

38. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

39. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

40. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-41 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

41. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Dubuque

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Mayor
City of Dubuque
50 West 13th Street
Dubuque, Iowa 52001

BY:

Deborah Durham, Director
Iowa Economic Development Authority

RESOLUTION NO. _____-25

AUTHORIZING CONTRACT 25-CTBF-06 BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A COMMUNITY CATALYST BUILDING REMEDIATION GRANT FOR THE REHABILITATION OF 1701 CENTRAL AVENUE IN THE CITY OF DUBUQUE, IOWA

Whereas, Adam Vogel Building, LLC, owner of 1701 Central Avenue in the City of Dubuque, Iowa, has proposed making a One Million Dollar (\$1,000,000.00) investment for the rehabilitation of the building on the property (the Project); and

Whereas, financial assistance from the Iowa Economic Development Authority is designed to assist communities with the development or rehabilitation of buildings to stimulate economic growth or reinvestment in the community; and

Whereas, the Iowa Economic Development Authority has requested the execution of Contract 25-CTBF-06 in order to finalize the Community Catalyst Building Remediation Grant and document associated terms for the proposed Project; and

Whereas, the City Council of the City of Dubuque, Iowa finds that authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa and the Iowa Economic Development Authority, a copy of which is attached hereto, is in the best interest of the City of Dubuque.

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

Section 1. That Contract 25-CTBF-06 by and between the City of Dubuque Iowa, and the Iowa Economic Development Authority is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute and the City Manager is hereby directed to submit Contract 25-CTBF-06 the Iowa Economic Development Authority together with such other documents as may be required.

Passed, approved, and adopted this 18th day of August, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE:	Dubuque Selected to Join Economic Mobility and Opportunity Special Assistant Program
SUMMARY:	City Manager recommending City Council approval to participate in the International City/County Management Association (ICMA) Economic Mobility and Opportunity Special Assistant Program.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo Dubuque Selected to Join Economic Mobility and Opportunity Special Assistants Program.
3. ICMA EMO Special Assistants Program Host Community RFA

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Dubuque Selected to Join Economic Mobility and Opportunity Special Assistant Program

DATE: August 12, 2025

Director of Economic Mobility and Neighborhood Support Anderson Sainci is recommending City Council approval to participate in the International City/County Management Association (ICMA) Economic Mobility and Opportunity Special Assistant Program.

The City of Dubuque participation in the program includes hiring a temporary Economic Mobility Special Assistant position for approximately 2 years. The Economic Mobility Special Assistant will help advance the City of Dubuque local efforts around economic mobility. ICMA will cover the Economic Mobility Special Assistant travel expenses to attend ICMA training, coaching, and other professional development and funding to help update the Equitable Poverty Reduction & Prevention Plan, created in 2021, to align with new state and federal guidelines and the National Economic Mobility Framework created by the Urban Institute.

While ICMA will cover salary and professional development, the City of Dubuque is responsible for covering health and employee benefits which is a total of \$29,894 in year one. To fund the Economic Mobility Special Assistant benefits in year one, savings from the FY'26 property insurance premium will be used. In FY'25, property insurance premium was \$1,022,375.50. In FY'26, property insurance budget was \$1,179,348. The FY'26 actual premium is \$1,097,994.74 which is \$81,353.26 less than budget. The lower premium is due to stabilization in the property markets, which has kept the City's renewal with Chubb at less than an 8% increase. Year 2 employee benefit costs would be included in the FY 2027 budget.

The Economic Mobility Special Assistant will assist in developing new strategies, policies or programs around key areas including affordable housing, small business and workforce development and access to public transportation.

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
Anderson Sainci, Director of Economic Mobility and Neighborhood Support
Jenny Larson, Chief Financial Officer
Jason Lehman, Assistant City Attorney
Laura Bendorf, Budget Manager
Kristen Dietz, Talent Acquisition Manager
Connie Palm, Benefits and Compensation Manager

TO: Michael C. Van Milligen, City Manager
FROM: Anderson Sainci, Director of Economic Mobility and
Neighborhood Support
SUBJECT: Dubuque Selected to Join Economic Mobility and Opportunity Special
Assistant Program
DATE: August 12, 2025

BACKGROUND

On March 1, 2021, the City Council formally adopted the Equitable Poverty Reduction & Prevention (EPRPP) Plan and established the Office of Shared Prosperity and Neighborhood Support (OSPNS). Over the past four years, the department has been responsible for implementing the EPRPP plan with city departments and external partners.

In addition to the EPRPP plan, the department is responsible for supporting and empowering residents throughout the city to engage with their neighborhood association. If a neighborhood association does not exist, staff will work directly with interested residents on forming a new one using a Neighborhood Association Toolkit. Since the creation of the department, the number of active neighborhood associations has grown from three to eight. Empowering residents at the neighborhood level has been a priority for the Mayor and City Council and nationally, has shown to be a key component to advancing economic mobility.

DISCUSSION

Over the past four years, the department has actively engaged in national networks and discussions with other municipalities to explore ways to advance economic mobility for all residents. The International City/County Management Association (ICMA) has offered municipalities tools and resources to help local decision makers address the financial and social well-being of all residents.

What is Economic Mobility?

According to the International City Management Association (ICMA), economic mobility is about improving economic and social systems so that low-income residents can achieve both short and long-term financial stability. It also involves empowering residents to make their own decisions about their own lives and ensuring they feel valued and included in their community.

To align more closely with national efforts and evolving best practices, In FY25, the department name changed from the Office of Shared Prosperity and Neighborhood Support to the Office of Economic Mobility and Neighborhood Support.

On May 20, 2025, I applied to serve as a host community for the Economic Mobility and Opportunity Special Assistant Program to meet ICMA original deadline for the competitive grant. On May 21-23, 2025, I presented at the National Economic Mobility and Opportunity (EMO) Conference. At the conference, ICMA spoke about the EMO SA and encouraged more municipalities to apply to become a host community. On July 31, 2025, we were notified that the City of Dubuque was one of sixteen municipalities selected to receive the grant for over two and a half years.

This is the first time the City Council has been presented with this grant, as I inadvertently did not seek approval prior to the application.

If the City Council approves the grant application, staff will enter into an agreement with ICMA to host a temporary Economic Mobility Special Assistant (EMO SA) position for 2+ years. The EMO SA will help advance our local efforts around economic mobility. ICMA will cover the EMO SA travel expenses to attend ICMA training, coaching, and other professional development and funding to help update the Equitable Poverty Reduction & Prevention Plan, created in 2021, to align with new state and federal guidelines and the National Economic Mobility Framework created by the Urban Institute. While ICMA will cover salary and professional development, the city is responsible for covering health and employee benefits. The breakdown for the city coverage is listed below in table 1.

To fund the EMO SA benefits, savings from the FY'26 property insurance premium will be used. In FY'25, property insurance premium was \$1,022,375.50. In FY'26, property insurance budget was \$1,179,348. The FY'26 actual premium is \$1,097,994.74 which is \$81,353.26 less than budget. The lower premium is due to stabilization in the property markets, which has kept the City's renewal with Chubb at less than an 8% increase.

Table 1: Temporary, Full-Time Employee Benefits

Health Insurance

- Employees pay 15% of the premium costs established for the Health and Prescription Drug insurance plan.
- Cost will vary based on the tier of coverage the employee selects.

Monthly Premiums for FY26:

Tier	Employee	Employer	Total EE+ER
Employee Only	\$112.24	\$636.02	\$748.26
Employee Plus 1	\$214.04	\$1212.92	\$1426.96
Employee Plus Family	\$341.22	\$1933.54	\$2274.76

Dental Insurance

- Employees pay 100% of the premium cost of the Dental insurance plan.

Life Insurance with AD&D

- City pays for \$25,000 in coverage:
 - \$3.50 per covered employee for basic life insurance per month.
 - \$0.50 per covered employee for basic AD&D per month.

IPERS

- The employee contributes 6.29% of eligible earnings and the City contributes 9.44% of eligible earnings, for a total of 15.73%.

The city would be using \$29,894 in year one of the \$81,353.26 in savings. See Table 2 for the breakdown

Table 2: Breakdown of health and employee benefits

Health Insurance	\$13,423
Life Insurance with AD&D	\$46
IPERS \$96,108 (salary)	\$9,073
FICA 7.65%	<u>\$7,352</u>
	\$29,894 first year

Role of the Economic Mobility Special Assistant

The Economic Mobility Special Assistant will assist in developing new strategies, policies or programs around key areas including affordable housing, small business and workforce development and access to public transportation.

ACTION REQUIRED

I am requesting the Mayor and City Council approval to participate in the ICMA Economic Mobility and Opportunity Special Assistant program.

Cc: Cori Burbach, Assistant City Manager
Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Jason Lehman, Assistant City Attorney
Laura Bendorf, Budget Manager
Kristen Dietz, Talent Acquisition Manager
Connie Palm, Benefits and Compensation Manager



Request for Host Community Applications

ICMA's Economic Mobility and Opportunity Special Assistants (EMO SA) Program offers a rare, significant infusion of resources to bolster local leadership and align actions and stakeholders around factors that enable all residents to climb the economic ladder.

ICMA invites applications from local governments interested in hosting a full-time, senior level position to spearhead coordinated efforts to advance economic mobility and opportunity for residents.

Local governments selected for this opportunity will receive a grant from ICMA to support salary for and programming directed by their special assistant. Reporting to executive leadership in the local government, the EMO SA will work across departments and external partners to identify strategic priorities and develop a tailored implementation plan informed by a community-engaged co-design process during their 2+ year tenure. ICMA will also facilitate coaching, training, and customized technical assistance to support EMO SAs, individually and as a cohort. ICMA anticipates selecting 15 local governments to serve as host communities for EMO SAs.

This opportunity is made possible with support from the Gates Foundation.

ELIGIBILITY

- Applications must be submitted by U.S. local governments.
- The application must identify at least one active, full ICMA member among the local government's executive leadership.
- Local governments selected for this opportunity must have capacity to support their special assistant with a typical full-time employee benefits package.

IDEAL HOST COMMUNITIES

- A medium-sized city or county with existing awareness of and motivation to improve local workforce development opportunities, housing affordability, household financial security, and other community conditions that make it possible for residents to live full, prosperous lives.
- A local government with a supportive and collaborative organizational culture.

PARTICIPATION EXPECTATIONS

- Local governments selected for this opportunity will receive a grant to pay for salary to support an EMO SA for 2+ years, as well as additional support for local programming, travel to program convenings, and other activities. We anticipate supporting these positions for 30 months, but the exact level and length of support is subject to final budget review. Host communities are also required to provide supplemental salary as necessary; health, and other benefits; contributions to retirement; and paid time off.
- The EMO SA supported by this grant is expected to be dedicated full-time to EMO work at a senior level, reporting directly to executive leadership in the local government. Local governments selected to host an EMO SA can either develop a completely new position or re-work an existing position that is focused on comprehensive economic mobility strategies to meet these requirements.
- Each local government will be able to tailor the job description for their EMO SA and will manage the hiring process with input and support from ICMA. ICMA will share basic expectations and requirements of the position, help advertise the opportunity, and coordinate with the local government on hiring and onboarding.
- Within six months of hiring, the EMO SA will launch a co-design process with internal and external partners to clarify local priorities. Additionally, over the course of their tenure, the EMO SA will be expected to develop a new or expand a current local resource network of stakeholders and partners committed to advancing economic mobility for all residents.
- EMO SAs, and other representatives of the local government as possible, are expected to attend annual convenings of the program and participate in virtual orientation and other meetings as needed. Local governments will also be required to support their EMO SA in submitting an annual report as well as periodic updates highlighting successes and challenges.
- The EMO SA and their community are expected to create a strategy for maintaining the position and/or identifying additional/alternative approaches to continue the jurisdiction's EMO journey beyond the funded time.

HOW TO APPLY

Local governments interested in participating are encouraged to submit applications accessible via <http://www.icma.org/emo-sa> **no later than ~~May 30, 2025, 5 pm PT~~ June 6, 2025, 5 pm PT (deadline extended)**. Applications include questions on the types of economic mobility challenges faced by residents in your community, your local government's commitment to and any work undertaken to address these issues, including strategic plans, priorities, or partnerships you have established. The application also

includes questions on how the position will be supported by executive leadership and proposed compensation and benefits. *Application questions are provided for reference at the end of this document.*

Following the application review, ICMA will shortlist potential host communities and may conduct follow-up interviews. ICMA will then select 15 communities to serve as host communities. Each chosen community will work directly with ICMA to draft a job description for a special assistant that centers economic mobility while meeting the specific needs of the community. ICMA will help to promote the position and support each local government's internal hiring process, with the intention that the EMO SAs will be hired by fall 2025.

SELECTION PROCESS

Local governments will be evaluated on:

- Understanding of local economic mobility and community needs
- Demonstrated commitment to improving economic mobility and opportunity for their residents
- Organizational capacity to advance community-wide economic mobility and opportunity strategies
- Demonstrated commitment to cross-sector partnerships
- An organizational culture and commitment from executive leadership to effectively support an EMO SA

In selecting host sites, ICMA will also aim to ensure geographic, demographic, and economic diversity across the participating local governments.

ANTICIPATED TIMELINE

- April 16, 2025: Applications open for host communities
- April 30, 2025: Information and Q&A session via Zoom, register [here](#)
- ~~May 30, 2025 (5 pm PT): Application closes~~
- June 6, 2025 (5pm PT): Application closes (deadline extended)
- Early June 2025: Shortlist of local governments developed and ICMA may conduct interviews
- Mid-June 2025: 15 selected local governments notified (subject to change)
- Fall 2025: Special Assistants to be hired by local governments
- Q4 2025: In-person convening of program participants (subject to change)

CONTACT

If you have any questions regarding eligibility, participation, or project requirements, please contact us at emo@icma.org.

APPLICATION QUESTIONS

Applications should be submitted via the [online form](https://icma.org/emo-sa) (link also accessible via <https://icma.org/emo-sa>) no later than May 30, 2025, 5 pm PT. The information requested in the online application is previewed below for your planning purposes. Please note that questions marked with an asterisk (*) require a response.

Applicant Background Information*

Name of Local Government

State

2020 Census Population

2020 Census Median Household Income

2025 General Fund Budget

Percentage of Population in Poverty

Percentage of Population at or below 200% Federal Poverty Line, if known (optional to answer)

Primary Contact Information*

Primary Contact Name [First, Last]

Position

Email

Phone Number

ICMA Membership Requirement*

Local governments applying to host an EMO SA must have at least one full ICMA member in an executive leadership role (e.g., chief administrative officer, deputy or assistant chief administrative officer). Please identify the individual that meets this requirement.

Name [First, Last]

Position

Email

Phone number

Short Answers

1. What are the primary challenges to upward economic mobility faced by residents in your community? Explain both the known barriers and the populations most impacted by these issues.* (max: 250 words)
2. Describe how your local government currently prioritizes upward mobility and opportunity for its residents. Please highlight any examples of existing programs and relevant priorities of your governing body.* (max: 250 words)

- a) Please share links to or upload any documents such as existing plans (comprehensive, strategic, sustainability, economic mobility) or strategies that support these efforts. (max: 3 files; optional)
- 3. What organizational capacity challenges currently hinder your local government from planning or implementing holistic upward mobility and opportunity initiatives for your community?* (max: 250 words)
- 4. In addition to coordination across the local government, EMO SAs are expected to facilitate deep engagement of the community and external partners to inform strategic priorities and implementation of activities during their tenure. Given these expectations, please describe any existing internal/external collaborations, coalitions, networks, or other relevant models that could support these efforts.* (max: 250 words)
- 5. How does your local government's organizational culture support innovation, creativity, and working across silos?* (max: 250 words)
- 6. The special assistant is expected to be dedicated full-time to EMO work at a senior level, reporting directly to executive leadership in the local government. Local governments selected to host an EMO SA can either develop a completely new position or re-work an existing position that is focused on comprehensive economic mobility strategies to meet these requirements, and can give the EMO SA a functional title that aligns with their existing staff structure. Please describe the following:
 - a) How will this position engage with executive leadership within your local government? (max: 100 words)
 - b) Do you anticipate creating an entirely new role or adapting an existing position? If you propose modifying an existing position, describe any adaptations necessary to meet the full-time focus on EMO and senior-level reporting requirements. Include a potential functional title for the EMO SA, if known. (max: 150 words)
 - c) What is the proposed compensation for this role, commensurate with your local government's compensation structure?
 - d) Describe the benefits your local government will provide to the EMO SA. (Note: while salary support will be provided through grant funding, host local governments are expected to cover benefits for the EMO SAs.)
- 7. If relevant, upload an existing job description that you plan to tailor for this program. (optional)
- 8. Is there any other information we should consider at this time? (optional)

**City of Dubuque
City Council**

ACTION ITEMS # 9.

ITEM TITLE:	Civil Service List and Procedure Change for Police and Fire
SUMMARY:	City Manager recommending City Council adopt the change to forego the Civil Service Approval process under Iowa Code §400.12A and authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo to MVM Civil Service List and Procedure Change for Police and Fire 081325

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

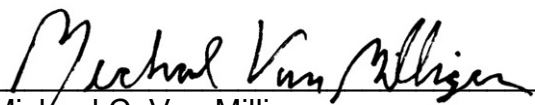
SUBJECT: Civil Service List and Procedure Change for Police and Fire

DATE: August 14, 2025

Chief of Police Jeremy Jensen and Fire Chief Amy Scheller are recommending City Council adopt the change to forego the Civil Service Approval process under Iowa Code §400.12A and authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval. This approval will be from the time of adoption until January 5, 2026, when the City Council will be presented with the request to establish the 2026 list.

The recommendation was presented to the Civil Service Commission on August 13, 2025. The Commission was in agreement the current process and the Commission process was a mere formality due to the hiring requirements already in place. The commissioners did ask for frequent reports as to the hiring process, number of candidates and number of hires. This will be provided at the monthly Civil Service Commission meeting.

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
Amy Scheller, Fire Chief
Shelley Stickfort, Chief of Human Resources



TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police
Amy Scheller, Fire Chief

SUBJECT: Civil Service List and Procedure Change for Police and Fire

DATE: August 13, 2025

Introduction:

This memo recommends that the City Council authorize the establishment of a civil service eligibility list of up to 40 candidates for the Police Department and Fire Department in place of the current civil service process for new Police Officer and Firefighter candidates, as pursuant to Iowa Code Chapter 400. These will be separate lists, one for police and one for fire.

Background/Discussion:

Iowa Code Chapter 400 governs the procedures for hiring civil service employees in cities, including the administration of competitive examinations by the Civil Service Commission. Specifically, Chapter 400.11 outlines the requirements for creating and certifying eligible lists based on these exams.

However, Iowa Code §400.12A permits the City Council to adopt an alternative process for establishing an eligibility list when doing so is in the best interest of public service and efficiency.

Currently, the hiring process consists of the Police Department and Fire Department making a written request to the Civil Service Commission to get approval to conduct testing to establish a hiring list of up to 40 applicants. The Commission must approve dates for any new officer testing. Police testing consists of the written test and the physical fitness test as required by Iowa code. The Clerk's office then scores the testing and provides it to the Civil Service Commission to add to the certified list. The

Police Department nor Fire Department cannot hire anyone nor give conditional job offers until they are on the certified list. Currently, for police, we do not get to know if a person passed the written test until it is scored by the City Clerk's office (this is within a couple of days). Until recently, we did not get to know who passed until they were on the certified list. Because we do not know who passed, we cannot conduct interviews. In a perfect world, the testing, scoring and approval to add individuals to a certified list can be done within a week, but due to the schedules of Civil Service commissioners, it has happened that we had to wait for the Commission to certify the candidates at their next regularly scheduled monthly meeting. Once we decide if we want to give a conditional offer, this request is then forwarded to the Human Resources Department for review and for the o.k. to give the conditional job offer. This generally only takes 1 to 2 days. The process is similar for the fire department.

Days matter in the current public safety hiring environment. Any delays beyond the first week often puts us behind in hiring. For the Police Department, we have very tight schedules to get all of the State of Iowa requirements completed before a person can attend the Iowa Law Enforcement Academy. These requirements include the psychological test, polygraph examination, medical examination, and background checks. All of these must be done and all the paperwork submitted 30 days prior to the start of the academy. The psychological test and medical examination are conducted by third parties. This requires us to get appointments which can be 4-6 weeks out. If we are delayed getting the conditional job offers to candidates, we will miss the academy deadline. If we miss the academy deadline, we will most likely have to wait at least 4 months until the next academy starts. While it is possible to train officers before the academy, we do believe this is a bit of a gamble, as the officer is not certified to do certain things, thus limiting their abilities and would require us to teach the same thing the academy teaches, then send them to the academy to get the training again for their certification.

Additionally, it is a competitive market. A candidate does not need to wait for the Police or Fire Dept. Again, days matter as the longer the process drags out the likelihood of losing the candidate to another department increases.

Under Iowa Code §400.12A, the City Council may forego the standard approval process which puts the approval on the Civil Service Commission. The Council may approve an alternative method to establish an eligibility list for appointments. For police, applicants will still be required to take the written test, the physical fitness test and pass both to be eligible to be on the list (as required by the Iowa Law Enforcement Academy). The certified list can only have up to 40 applicants, per the established period. Right now this period is one year, unless the list is expired or vacated. The list will still be sent to the City Clerk's Office and the Civil Service Commission as documentation and information only.

This request is not being made due to anything the Civil Service Commission has or has not done, as they have been great to work with. This request is simply for operational efficiency by enabling the following:

- Allowing the Police Department, Fire Department, and City to conduct testing, interviews, and potentially extend conditional offers within the same week, significantly expediting the hiring process. Also, this allows us some control over timing to what we can control and thus reduce the likelihood of missing an academy cut-off date. The members of the training office of the Police Department have been trained in scoring the written test.
- Provides the flexibility to conduct “one-off” testing outside of traditional testing cycles if strong candidates present themselves, ensuring no opportunity is lost due to scheduling limitations. This would be outside of the formal testing dates.
- Supports better workforce planning and helps address vacancies or anticipated retirements more swiftly.

Nothing in this proposal precludes any Federal, State, or City laws, ordinances or procedures for standardized hiring. The Police Department, Fire Department, and the City are committed to fair procedures that are documented and defensible to ensure compliance with public employment standards. This proposal only applies to the new hire process and not to the promotional process.

Adrienne Breitfelder (City Clerk), Shelley Stickfort (Chief Human Resources Officer), and Crenna Brumwell (City Attorney) have been part of this discussion and are in agreement with the proposed process pending City Council approval.

Additionally, this recommendation was presented to the Civil Service Commission on August 13, 2025. The Commission was in agreement the current process and the Commission process was a mere formality due to the hiring requirements already in place. The commissioners did ask for frequent reports as to the hiring process, number of candidates and number of hires. This will be provided at the monthly Civil Service Commission meeting.

Recommendation:

I am recommending that the City Council adopt the change to forego the Civil Service Approval process under Iowa Code §400.12A and authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval. This approval will be from the time of adoption until January 5, 2026, when the City Council will be presented with the request to establish the 2026 list.

cc: Crenna Brumwell
Adrienne Breitfelder
Shelley Stickfort

**City of Dubuque
City Council**

ACTION ITEMS # 10.

ITEM TITLE:	Proceedings to Complete Action for the Issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I
SUMMARY:	City Manager recommending City Council approval of the suggested proceedings to complete action required for the \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I prepared by Bond Counsel and to present a resolution for City Council to adopt entitled “Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions.” RESOLUTION Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Private Lead Lines SRF Complete_MVM memo_2025_08_12
2. Private Lead Lines SRF Complete_Staff memo_2025_08_12
3. Proc Series Iss Res (Lead Service Line) (Dubuque #20 2025)-v3
4. Bond (0% LSL) (Dubuque #20 2025)-v1
5. Final Delivery Certificate - (Lead Service Line No Interest) (Dubuque #20 2025)-v1
6. Repayment Schedule (Dubuque #20 2025)-v1

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Complete Action for the Issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I

DATE: August 12, 2025

Chief Financial Officer Jennifer Larson is recommending City Council approval of the suggested proceedings to complete action required for the \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I prepared by Bond Counsel and to present a resolution for City Council to adopt entitled “Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions.”

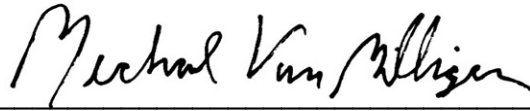
The City of Dubuque is taking part in a unique opportunity to assist approximately 585 homes in three phases (owner occupied or rented) within the city with the functional replacement of private lead-water service lines by trenching or pull-through methods to prevent the potential for drinking water 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 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

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.

The State Revolving Fund loan will have an interest rate of 0%, a maturity date of June 1, 2045, and will be abated from the water fund. At the completion of the project, 49% of the principal balance will be forgiven by the Iowa Finance Authority.

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
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 Complete Action for the Issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I

DATE: August 12, 2025

INTRODUCTION

The purpose of this memorandum is to provide suggested proceedings to complete action required for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (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 0%, a maturity date of June 1, 2045, and will be abated from the water fund. At the completion of the project, 49% of the principal balance will be forgiven by the Iowa Finance Authority.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolution to complete the action required on the \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (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

MINUTES OF MEETING TO APPROVE SERIES
RESOLUTION FOR SERIES 2025 BONDS

430411-20 (Lead Service Line)

Dubuque, Iowa

August 18, 2025

The City Council of the City of Dubuque, Iowa, met on August 18, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____

• • Other Business • •

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

• • • •

On motion and vote, the meeting adjourned.

RESOLUTION NO. ____

Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions

WHEREAS, the City of Dubuque (the “City” and sometimes hereinafter referred to as the “Issuer”), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the “System”) 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 System 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 in prior proceedings of the Council, 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 heretofore proposed to contract indebtedness and enter into a certain 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 System (the “Project”), and has published notice of the proposed action and has held a hearing thereon on June 2, 2025; and

WHEREAS, the City proposes to issue Taxable Water Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) to the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”), in order to pay the costs of the Project; and

WHEREAS, the City is authorized and empowered by Chapter 384 of the Code of Iowa (the “Act”) to borrow money for the System, and the City Council has adopted a master resolution (the “Master Resolution”) on October 20, 2008, authorizing the issuance from time to time of Senior Bonds, including Senior SRF Bonds (each as defined in the Master Resolution); and

WHEREAS, Section 8.3 of the Master Resolution authorizes the Council to adopt a Series Resolution (as defined in the Master Resolution) to provide for the issuance of Senior Bonds, and this Series Resolution constitutes a Series Resolution under the Master Resolution; and

WHEREAS, for the purposes of this issuance, the Series 2025 Bonds shall be deemed to be Senior SRF Bonds; and

WHEREAS, the obligations of the Issuer under the Series 2025 Bonds and the Agreement shall be payable solely and only from the Net Revenues of the System and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Lender and to issue the Series 2025 Bonds in evidence thereof in the principal amount of \$1,941,000; and

WHEREAS, upon completion of the Project, a portion of the principal amount borrowed under the Agreement will be forgiven by the Lender;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. Definitions. Terms used herein and not defined herein shall have the meaning given to them in this Series Resolution and the Master Resolution unless the text expressly or by necessary implication requires otherwise:

“Agreement” means the Loan and Disbursement Agreement between the Issuer and the Lender related to the Series 2025 Bonds.

“Bonds” or “Series 2025 Bonds” means the \$1,941,000 Taxable Water Revenue Bonds, Series 2025, in one or more series.

“Closing Date” shall mean the date of delivery of the Series 2025 Bonds, with any final changes to such date as set forth in the Agreement.

“Loan” shall mean the loan made pursuant to the Agreement and evidenced by the Series 2025 Bonds.

“Outstanding IFA Notes” shall mean the Issuer’s outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; and Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019, all of which are held by the Iowa Finance Authority, as lender.

“Outstanding IFA Note Resolutions” shall mean the resolutions authorizing the issuance of the Outstanding IFA Notes, which shall be recognized as Series Resolutions.

“Paying Agent” shall mean the City Treasurer, or such successor as may be approved by the Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Series 2025 Bonds. Unless otherwise specified, the Registrar shall also act as the Paying Agent for the Series 2025 Bonds.

“Senior Bond Issuance Documents” means a Supplemental Resolution, Obligation Issuance Documents, indenture or other document, as the case may be, authorizing and issuing a series of Senior Bonds, including Senior SRF Bonds.

“Series 2007 Note” shall mean the Issuer’s outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007.

“Series 2007 Note Resolution” shall mean the resolution authorizing the issuance of the Series 2007 Note.

“Series 2021C Bonds” shall mean the Issuer’s outstanding Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021.

“Series 2021C Bond Resolution” shall mean the resolution authorizing the issuance of the Series 2021C Bonds, which shall be recognized as a Series Resolution.

“Series 2025 Sinking Fund” means the fund by that name created pursuant to Section 14 hereof.

“Series Resolution” or “Resolution” means this resolution.

Section 2. Loan Authorization; Authorization for Execution and Delivery of Documents. Following the adoption of this Series Resolution and pursuant to Chapter 384 of the Code of Iowa, the City Council is hereby authorized to execute and deliver the Agreement with the Lender in the form which has been placed on file with the Council providing for a Loan in the aggregate principal amount of \$1,941,000 for the purpose or purposes set forth in the preamble hereof. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement on behalf of the Issuer in the form presented to the Council, with final terms as determined by the Council and the Lender.

The Mayor, City Clerk and City Treasurer are each authorized to execute and deliver the Series 2025 Bonds, any and all agreements, documents and instruments required related to the issuance of the Series 2025 Bonds and to carry out the purposes set forth in this Series Resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 3. Appointment of Registrar/Paying Agent. The City Treasurer is hereby designated as the Registrar and Paying Agent for the Series 2025 Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent” in such capacities.

Section 4. Source of Payment of the Series 2025 Bonds. The Series 2025 Bonds, when issued, will be Senior SRF Bonds under the Master Resolution and shall be payable solely from the Net Revenues of the System, and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution.

Section 5. Series 2025 Bonds Details; Form of Series 2025 Bonds. The Series 2025 Bonds are hereby authorized to be issued in evidence of the obligation of the Issuer under the Agreement, in the aggregate principal amount of \$1,941,000, to be dated the Closing Date. The Series 2025 Bonds shall not bear interest.

The Series 2025 Bonds may be in the denominations of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$1,941,000 and numbered R-1.

The Series 2025 Bonds are subject to optional redemption by the Issuer at a price of par (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Series 2025 Bonds by the Issuer may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Series 2025 Bonds). The Series 2025 Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds shall be fully registered as to principal in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The Series 2025 Bonds shall be executed on behalf of the Issuer with the official manual or facsimile signature of the Mayor and attested by the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Series 2025 Bonds shall be recorded in the office of the City Treasurer, and the certificate on the back of each Series 2025 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2025 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

If applicable pursuant to the Agreement, in addition to the payment of principal of the Series 2025 Bonds, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Series 2025 Bonds shall be in substantially the form attached as Exhibit A hereto.

Section 6. Registration of Series 2025 Bonds; Designation of Registrar; Transfer; Ownership; Delivery; and Cancellation. The provisions of Section 2.4 of the Master Resolution, which contains covenants relating to the registration, transfer, delivery, and cancellation of Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 7. Reissuance of Mutilated, Destroyed, Stolen or Lost Bond. The provisions of Section 2.5 of the Master Resolution, contains covenants relating to the reissuance of mutilated, destroyed, stolen, or lost Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 8. Application of Loan Proceeds. The loan proceeds to be received under the Agreement (the "Loan Proceeds") shall be held by the Lender and disbursed for costs of the

Project, as referred to in the preamble hereof. The Issuer shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Code (as defined in the Master Resolution).

Section 9. Ratification of Master Resolution. All provisions of the Master Resolution are hereby ratified and confirmed, and are incorporated herein and certain provisions thereof are modified as applicable to the Series 2025 Bonds as provided herein. The Issuer hereby covenants that the requirements of Article 8 of the Master Resolution have been satisfied.

Section 10. Rates and Charges; Independent Consultant. There have heretofore been established as required by law, just and equitable fees, rates and charges for the use of the services rendered by the System. As provided in Section 7.1 of the Master Resolution, so long as the Series 2025 Bonds are outstanding and unpaid, the Net Revenues of the System shall be sufficient in each Fiscal Year to (i) provide for 100% of the Maintenance Expenses of the System, (ii) equal at least 125% of the Debt Service Requirement, (iii) enable the Issuer to make all required payments, if any, into the Debt Service Reserve Fund, the Subordinate Bond Fund (if any), and the Rebate Fund, (iv) enable the Issuer to accumulate an amount which, in the judgement of the Council, is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as required by any governmental agency having jurisdiction over the System, and (v) remedy all deficiencies in required payments into any of the funds and accounts established under the Master Resolution or any Series Resolution.

From and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, the coverage percentage in the preceding sentence with respect to the Series 2025 Bonds shall be reduced from 125% to 110%.

Section 11. Equality of Lien on Net Revenues. As provided in the Master Resolution, the timely payment of principal of the outstanding Series 2025 Bonds shall be secured equally and ratably with other Senior Bonds by the Net Revenues of the System without priority by reason of number or time of sale or delivery.

Section 12. Establishment of Funds; Series 2025 Bond Sinking Fund; Debt Service Reserve Fund. The provisions of Article 6 of the Master Resolution, which provide for the establishment of the Revenue Fund, the Operation and Maintenance Fund, the Bond Principal and Interest Fund (the "Sinking Fund"), the Debt Service Reserve Fund, the Subordinate Bond Fund, the Surplus Fund, and the Rebate Fund, are hereby ratified and confirmed.

Series 2025 Bond Sinking Fund. From and after the issuance of the Series 2025 Bonds and as long as the Series 2025 Bonds are outstanding, the Issuer shall establish and maintain a separate fund to be known as the Series 2025 Bond Sinking Fund. The Issuer shall transfer amounts on deposit in the Revenue Fund into the Series 2025 Bond Sinking Fund for the payment principal of the Series 2025 Bonds, on the 1st day of each month commencing on the 1st day of the month immediately succeeding the date of issuance and delivery of any of the Series 2025 Bonds in equal monthly amounts which, together with other monthly amounts made pursuant hereto, will be sufficient to pay principal of the Series 2025 Bonds due on the next succeeding date which principal of such Series 2025 Bonds are due and payable. If for any reason the amount on deposit in the Series 2025 Bond Sinking Fund exceeds the required

amount, the excess shall be forthwith withdrawn therefrom by the Issuer and deposited into the Revenue Fund. If for any reason the amount on deposit in the Series 2025 Bond Sinking Fund is less than the required amount, the deficit shall forthwith be made up by the Issuer from available funds on deposit in the Revenue Fund as provided in Section 6.5 of the Master Resolution.

Money in the Series 2025 Bond Sinking Fund shall be used solely for the purpose of paying principal of the Series 2025 Bonds as the same may become due and payable.

Debt Service Reserve Fund. The provisions of Section 6.6 of the Master Resolution with respect to the Debt Service Reserve Fund are hereby recognized. The Series 2025 Bonds shall be issued as Senior SRF Bonds, and the Issuer shall not be required to make any payments into the Debt Service Reserve Fund under the provisions of this Resolution. The Series 2025 Bonds shall not be secured by or payable from amounts held in the Debt Service Reserve Fund, and the holders of the Series 2025 Bonds shall have no rights against the Debt Service Reserve Fund so long as any Senior Bonds secured by the Debt Service Reserve Fund remain outstanding.

Section 13. Investment of Funds. Section 6.11 of the Master Resolution contains covenants relating to the investment of funds.

All income derived from such investments shall be credited to the fund from which such investments were made. Such investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 14. Amendment to Section 7.1(b)(a) of the Master Resolution: Rate Covenant. From and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, to the extent that (i) the Iowa Finance Authority (the "Authority") is then the sole owner and holder of all of the then outstanding Series 2025 Bonds and Outstanding IFA Notes; and (ii) such amendment would not be inconsistent with the covenants associated with any Additional Senior Bonds then outstanding, Section 7.1(b)(a) of the Master Resolution shall be permanently amended, with the written consent of the Authority to read as follows:

(a) will equal at least 110% of the Debt Service Requirement on all Senior Bonds then Outstanding for the year of computation;

Section 15. Amendment to Section 8.3 of the Master Resolution; Amendment to Section 21 of the Series 2007 Note Resolution: Restrictions on the Incurrence of Senior Bonds. From and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, to the extent that (i) the Authority is then the sole owner and holder of all of the then outstanding Series 2025 Bonds and Outstanding IFA Notes; and (ii) such amendment would not be inconsistent with the covenants associated with any Additional Senior Bonds then outstanding, Section 8.3 of the Master Resolution and Section 21 of the Series 2007 Note Resolution are hereby permanently amended, with the consent of the Authority, to read as follows:

Bonds (including refunding Bonds which do not meet the requirements of Section 8.2) may also be issued on a parity with the Senior Bonds pursuant to a Series Resolution, and the Bonds so issued shall constitute Senior Bonds. Any Senior Bonds shall not be

entitled to priority or preference one over the other in the application of the Net Revenues of the System, regardless of the time or times of the issuance of such Senior Bonds, it being the intention of the Issuer that there shall be no priority among the Senior Bonds, regardless of the fact that they may have been actually issued and delivered at different times. The Issuer hereby reserves the right and privilege of issuing Senior Bonds without restriction.

Section 16. Covenants Regarding Operation of the System. Section 7.2 of the Master Resolution contains covenants relating to operation of the System.

Section 17. Events of Default; Remedies The provisions of Article 10 of the Master Resolution, which contain covenants relating to events of default and remedies, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 18. Additional Covenants, Representations and Warranties of the Issuer; Disposition of Proceeds. The Issuer certifies and covenants that the Issuer through its officers, will (a) make such further specific covenants, representations and assurances as may be necessary or advisable; (b) file such forms, statements and supporting documents as may be required and in a timely manner; and (c) if deemed necessary or advisable by its officers, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance. Any and all of the officers of the Issuer and the System are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 19. Discharge and Satisfaction of Series 2025 Bonds. The provisions of Section 9.1 of the Master Resolution, which contains covenants relating to the discharge and satisfaction of Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 20. Resolution a Contract. The provisions of this Series Resolution shall constitute a contract among the Issuer and the owners of the Series 2025 Bonds, and after the issuance of the Series 2025 Bonds, no change, variation or alteration of any kind in the provisions of this Series Resolution shall be made in any manner, except as provided in Section 21 or Section 22 hereof, until such time as the Series 2025 Bonds shall have been satisfied and discharged as provided in this Series Resolution.

Section 21. Modification of Resolution Not Requiring the Consent of Owners of Series 2025 Bonds. The provisions of Section 11.1 of the Master Resolution, which contains covenants relating to amendment of the Resolution without consent of the holders of the Series 2025 Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 22. Modification of Series Resolution Requiring Consent of Owners of Series 2025 Bonds. The provisions of Section 11.2 of the Master Resolution, which contains covenants relating to amendment of the Resolution with the consent of the holders of the Series 2025 Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 23. Loan Forgiveness. As set forth in the Agreement, upon completion of the Project and receipt by the Lender of a certificate of completion from the City, a portion of the Loan shall be forgiven by the Lender.

Section 24. Conflicting Provisions. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 25. Effective Date. This Series Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 26. Severability. If any section, paragraph, or provision of this Series Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Adopted and approved this August 18, 2025.

Mayor

Attest:

City Clerk

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Agreement and the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 of the City evidencing the City's obligation under the Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Series 2025 Bonds.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

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 the City did heretofore establish a Municipal Waterworks Utility System (hereinafter referred to as the "System") prior to January 1, 1961, that the management and control of the System 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 System.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such System and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such System, except for the City's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021; and the Series 2025 Bonds currently being issued by the City.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

EXHIBIT A

Form of Series 2025 Bond

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

TAXABLE WATER REVENUE BOND, SERIES 2025

No. R-1

\$1,941,000

RATE

MATURITY DATE

BOND DATE

0%

June 1, 2045

September 12, 2025

The City of Dubuque (the “City”), in Dubuque County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

ONE MILLION NINE HUNDRED FORTY-ONE THOUSAND DOLLARS

Principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2026, and annually thereafter on June 1 in each year until the principal is fully paid, except that the final installments of the entire balance of principal, if not sooner paid, shall become due and payable on June 1, 2045. This Bond shall not bear interest.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Waterworks Utility System of the City (the “System”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a certain master resolution, adopted on October 20, 2008, and a certain series resolution, adopted on August 18, 2025, authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (together, the “Resolutions”), and reference is hereby made to the Resolutions and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolutions, are payable solely and only out of the future Net Revenues (as defined in the Resolutions) of the System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable or secured by the Reserve Fund established in the Outstanding Bond Resolutions (as defined in the Resolutions). This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond.

This Bond is fully negotiable but shall be fully registered as to both principal in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, and premium, if any, and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF DUBUQUE, IOWA

By (Do Not Sign)

Mayor

Attest:

(Do Not Sign)

City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
				(Custodian)
TEN ENT	-	as tenants by the entireties	As Custodian for	_____
TEN	-	as joint tenants with		(Minor)
		right of survivorship and	under Uniform Transfers to Minors Act	
		not as tenants in common	_____	(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program.

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

PRINCIPAL PAYMENT SCHEDULE

<u>Date</u> <u>June 1</u>	<u>Amount</u>	<u>Date</u> <u>June 1</u>	<u>Amount</u>
2026	\$96,000	2036	\$97,000
2027	\$95,000	2037	\$97,000
2028	\$95,000	2038	\$98,000
2029	\$95,000	2039	\$98,000
2030	\$96,000	2040	\$98,000
2031	\$96,000	2041	\$98,000
2032	\$96,000	2042	\$99,000
2033	\$96,000	2043	\$99,000
2034	\$97,000	2044	\$99,000
2035	\$97,000	2045	\$99,000

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

TAXABLE WATER REVENUE BOND, SERIES 2025

No. R-1

\$1,941,000

RATE	MATURITY DATE	BOND DATE
0%	June 1, 2045	September 12, 2025

The City of Dubuque (the “City”), in Dubuque County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

ONE MILLION NINE HUNDRED FORTY-ONE THOUSAND DOLLARS

Principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2026, and annually thereafter on June 1 in each year until the principal is fully paid, except that the final installments of the entire balance of principal, if not sooner paid, shall become due and payable on June 1, 2045. This Bond shall not bear interest.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Waterworks Utility System of the City (the “System”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a certain master resolution, adopted on October 20, 2008, and a certain series resolution, adopted on August 18, 2025, authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (together, the “Resolutions”), and reference is hereby made to the Resolutions and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolutions, are payable solely and only out of the future Net Revenues (as defined in the Resolutions) of the System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable or secured by the Reserve Fund established in the Outstanding Bond Resolutions (as defined in the Resolutions). This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond.

This Bond is fully negotiable but shall be fully registered as to both principal in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, and premium, if any, and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF DUBUQUE, IOWA

By _____
Mayor

Attest:

City Clerk

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	

				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

PRINCIPAL PAYMENT SCHEDULE

<u>Date</u> <u>June 1</u>	<u>Amount</u>	<u>Date</u> <u>June 1</u>	<u>Amount</u>
2026	\$96,000	2036	\$97,000
2027	\$95,000	2037	\$97,000
2028	\$95,000	2038	\$98,000
2029	\$95,000	2039	\$98,000
2030	\$96,000	2040	\$98,000
2031	\$96,000	2041	\$98,000
2032	\$96,000	2042	\$99,000
2033	\$96,000	2043	\$99,000
2034	\$97,000	2044	\$99,000
2035	\$97,000	2045	\$99,000

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Dubuque, Iowa (the “City”), do hereby certify as of September 12, 2025 (the “Dated Date”), that we are now and were at the time of the execution of the City’s \$1,941,000 Taxable Water Revenue Bond, Series 2025 (the “Series 2025 Bond”), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a certain master resolution adopted by the City Council on October 20, 2008 and a certain series resolution adopted by the City Council on August 18, 2025 (together, the “Resolutions”), and a certain Loan and Disbursement Agreement (the “Agreement”), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the “Lender”), the Series 2025 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$1,941,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolutions and the Agreement.

The Series 2025 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2025 Bond has been executed by the City Treasurer; and the Series 2025 Bond has been fully registered as to principal in the name of the Lender on the registration books of the City.

We further certify that the Series 2025 Bond is being issued to evidence the City’s obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing, and constructing improvements and extensions (the “Project”) to the Municipal Waterworks Utility System (the “System”) of the City.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2025 Bond or in any way concerning the validity of the Series 2025 Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolutions) from the operation of the System to the full and prompt payment of the principal of the Series 2025 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2025 Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City to enter into the Agreement and to issue the Series 2025 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the System, except the City’s outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; and Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021.

We further certify that no board of trustees has been created for the management and control of the System and such management and control are vested in the City Council of the City.

We further certify that all meetings held in connection with the Series 2025 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF DUBUQUE, IOWA

Mayor

Attest:

City Clerk

Estimated Schedule
City of Dubuque
Water Revenue Bond
FS-31-23-DWSRF-012 (Lead Service Line)



Loan summary

Loan Closing Date	Sep 12, 2025
Final Disbursement Date	Feb 13, 2026
Final Maturity Date	Jun 1, 2045
Loan Period in Years	20
Total Loaned Amount	\$ 1,941,000.00
0.5% Initiation Fee	9,705.00
Net Proceeds to Borrower	\$ 1,931,295.00
Annual Interest Rate	0.00%
Total Interest	\$ -
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 49,818.68
Total Loan Costs	\$ 59,523.68

Estimated Draw Schedule

Initiation Fee -	Sep 12, 2025	9,705.00
P & D Payoff -	Sep 12, 2025	-
Estimated Draw #1-	Sep 19, 2025	241,411.88
Estimated Draw #2-	Oct 10, 2025	241,411.88
Estimated Draw #3-	Oct 31, 2025	241,411.88
Estimated Draw #4-	Nov 21, 2025	241,411.88
Estimated Draw #5-	Dec 12, 2025	241,411.88
Estimated Draw #6-	Jan 2, 2026	241,411.88
Estimated Draw #7-	Jan 23, 2026	241,411.88
Estimated Draw #8-	Feb 13, 2026	241,411.88

Total Loaned Amount

1,941,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2025	733,940.63		0.00	917.43	917.43		733,940.63
Jun 1, 2026	1,941,000.00	96,000.00	0.00	2,426.25	98,426.25	99,343.68	1,845,000.00
Dec 1, 2026	1,845,000.00		0.00	2,306.25	2,306.25		1,845,000.00
Jun 1, 2027	1,845,000.00	95,000.00	0.00	2,306.25	97,306.25	99,612.50	1,750,000.00
Dec 1, 2027	1,750,000.00		0.00	2,187.50	2,187.50		1,750,000.00
Jun 1, 2028	1,750,000.00	95,000.00	0.00	2,187.50	97,187.50	99,375.00	1,655,000.00
Dec 1, 2028	1,655,000.00		0.00	2,068.75	2,068.75		1,655,000.00
Jun 1, 2029	1,655,000.00	95,000.00	0.00	2,068.75	97,068.75	99,137.50	1,560,000.00
Dec 1, 2029	1,560,000.00		0.00	1,950.00	1,950.00		1,560,000.00
Jun 1, 2030	1,560,000.00	96,000.00	0.00	1,950.00	97,950.00	99,900.00	1,464,000.00
Dec 1, 2030	1,464,000.00		0.00	1,830.00	1,830.00		1,464,000.00
Jun 1, 2031	1,464,000.00	96,000.00	0.00	1,830.00	97,830.00	99,660.00	1,368,000.00
Dec 1, 2031	1,368,000.00		0.00	1,710.00	1,710.00		1,368,000.00
Jun 1, 2032	1,368,000.00	96,000.00	0.00	1,710.00	97,710.00	99,420.00	1,272,000.00
Dec 1, 2032	1,272,000.00		0.00	1,590.00	1,590.00		1,272,000.00
Jun 1, 2033	1,272,000.00	96,000.00	0.00	1,590.00	97,590.00	99,180.00	1,176,000.00
Dec 1, 2033	1,176,000.00		0.00	1,470.00	1,470.00		1,176,000.00
Jun 1, 2034	1,176,000.00	97,000.00	0.00	1,470.00	98,470.00	99,940.00	1,079,000.00
Dec 1, 2034	1,079,000.00		0.00	1,348.75	1,348.75		1,079,000.00
Jun 1, 2035	1,079,000.00	97,000.00	0.00	1,348.75	98,348.75	99,697.50	982,000.00
Dec 1, 2035	982,000.00		0.00	1,227.50	1,227.50		982,000.00
Jun 1, 2036	982,000.00	97,000.00	0.00	1,227.50	98,227.50	99,455.00	885,000.00
Dec 1, 2036	885,000.00		0.00	1,106.25	1,106.25		885,000.00
Jun 1, 2037	885,000.00	97,000.00	0.00	1,106.25	98,106.25	99,212.50	788,000.00
Dec 1, 2037	788,000.00		0.00	985.00	985.00		788,000.00
Jun 1, 2038	788,000.00	98,000.00	0.00	985.00	98,985.00	99,970.00	690,000.00
Dec 1, 2038	690,000.00		0.00	862.50	862.50		690,000.00
Jun 1, 2039	690,000.00	98,000.00	0.00	862.50	98,862.50	99,725.00	592,000.00
Dec 1, 2039	592,000.00		0.00	740.00	740.00		592,000.00
Jun 1, 2040	592,000.00	98,000.00	0.00	740.00	98,740.00	99,480.00	494,000.00
Dec 1, 2040	494,000.00		0.00	617.50	617.50		494,000.00
Jun 1, 2041	494,000.00	98,000.00	0.00	617.50	98,617.50	99,235.00	396,000.00
Dec 1, 2041	396,000.00		0.00	495.00	495.00		396,000.00
Jun 1, 2042	396,000.00	99,000.00	0.00	495.00	99,495.00	99,990.00	297,000.00
Dec 1, 2042	297,000.00		0.00	371.25	371.25		297,000.00
Jun 1, 2043	297,000.00	99,000.00	0.00	371.25	99,371.25	99,742.50	198,000.00
Dec 1, 2043	198,000.00		0.00	247.50	247.50		198,000.00
Jun 1, 2044	198,000.00	99,000.00	0.00	247.50	99,247.50	99,495.00	99,000.00
Dec 1, 2044	99,000.00		0.00	123.75	123.75		99,000.00
Jun 1, 2045	99,000.00	99,000.00	0.00	123.75	99,123.75	99,247.50	0.00

**City of Dubuque
City Council**

ACTION ITEMS # 11.

ITEM TITLE:	Iowa Department of Natural Resources Proposed Administrative Consent Order
SUMMARY:	City Manager recommending City Council approve the proposed Administrative Consent Order received from the Iowa Department of Natural Resources (IDNR) that pertains to effluent permit violations between January 1, 2020, and December 31, 2024 at the Water & Resource Recovery Center (WRRC).
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Dubuque ACO Proposed Final
	4. Presentation_Uploaded 8.18.25

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Department of Natural Resources Proposed Administrative Consent Order

DATE: August 13, 2025

Water & Resource Recovery Center Director Deron Muehring is providing information related to the recommended Administrative Consent Order received from the Iowa Department of Natural Resources (IDNR) that pertains to self-reported effluent permit violations between January 1, 2020, and December 31, 2024, at the Water & Resource Recovery Center (WRRC).

The WRRC is the City's wastewater treatment facility which holds a National Pollutant Discharge Elimination System (NPDES) permit from the IDNR which authorizes the discharge of treated wastewater into the Mississippi River. The permit requires the City to meet more than 2,000 individual permit conditions at the WRRC each year, including sampling, monitoring, and discharge limits to ensure the water returned to the environment is safe and meets requirements.

A total of 72 permit violations were self-reported over the five-year period, with the majority occurring in 2023 and 2024 during periods of facility disruption. The violations stem from two main causes, both of which have been addressed:

- Biological instability in the treatment process beginning in 2022. This condition has been stabilized for more than a year through enhanced monitoring, targeted treatment, and modified process controls.
- A contractor error in Fall 2023 rendered the facility's boiler inoperable for several weeks. This led to loss of digester performance and resulted in 33 violations.

An explosion at the facility in December 2024 related to third-party equipment, not City infrastructure, damaged systems and contributed to additional permit violations.

The contractor error in 2023 and third-party equipment malfunction in 2024 caused or contributed to 40 permit violations.

The IDNR's proposed administrative consent order and limited levy of \$7,000 in total administrative penalties acknowledges the challenges and opportunities the WRRC's system has faced since 2023, as well as the ongoing work and funding the City has

dedicated to its sanitary sewer collection system. Through the first half of 2025, the WRRC has had only seven permit violations, all tied to a single day when sampling levels were elevated, which was directly related to the December 2024 explosion—not ongoing process issues.

The city has been actively working to reduce and minimize violations through operational improvements, added staffing, and long-term planning. The city also started early work on a developing a facility plan update for the WRRC to guide the next 20–30 years of treatment capacity, reliability, and odor control.

Within the last two years, the City has added a plant manager and industrial pretreatment coordinator to the WRRC’s staff to improve systems oversight and control over what enters the facility. Both roles have helped identify and manage issues that caused permit issues.

Additional investments to improve operations at the WRRC are planned. A \$7.3 million project to improve hauled high-strength waste is budgeted and under design and will be ready for bidding in 2025. These improvements will be funded through fees charged to the hauled waste generators/customers. Federal funding sources are being pursued to help reduce costs to these local businesses. Also, later this summer, the City will go out for bid on the first phase of a \$3 million project to replace electrical controls at the WRRC to replace existing infrastructure and prevent system failures.

The City has committed over \$134 million in sanitary sewer collection and treatment system improvements through FY2030. This includes the \$43.4 million phases one and two of the Old Mill Road Lift Station and Force Main Project that is already under construction. These targeted investments in the sanitary sewer collection system will reduce backups, eliminate bypasses, and support future growth. Improvements include upgrades to lift stations, force mains, and key segments of the citywide gravity sewer network.

Overall, the WRRC has generally operated in conformity with its NPDES permit, and the permit violations that have occurred were primarily the result of specific, identifiable events rather than systemic deficiencies. The City has responded to these incidents by addressing root causes and has also taken proactive steps to prevent future violations – both by mitigating the risk of unusual disruptions and by strengthening systems to guard against broader, systemic issues.

The consent Decree says, “Iowa Code section 455B.109 authorizes the Commission to establish by rule a schedule of administrative penalties up to \$10,000 that may be assessed administratively.”

The Consent Decree further says, “Iowa Code section 455B.191 provides for penalties of up to \$5,000 per day for wastewater violations.”

While the Iowa Department of Natural Resources had the authority to assess higher penalties the Consent Decree reads, "City shall pay an administrative penalty of \$7,000 within 30 days of the effective date of this Order."

I respectfully recommend Mayor and City Council approval of the Administrative Consent Decree.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Deron Muehring, Water & Resource Recovery Center Director
Jason Lehman, Assistant City Attorney
Willie O'Brien, WRRC Plant Manager

TO: Michael Van Milligen, City Manager

FROM: Deron Muehring, Water & Resource Recovery Center Director

SUBJECT: Iowa Department of Natural Resources Proposed Administrative Consent Order

DATE: July 17, 2025

INTRODUCTION

The purpose of this memo is to provide information related to the proposed Administrative Consent Order received from the Iowa Department of Natural Resources (IDNR) that pertains to effluent permit violations between January 1, 2020, and December 31, 2024 at the Water & Resource Recovery Center (WRRC). The memo provides context for the violations and a summary of the City's actions to improve operations and ensure ongoing compliance.

BACKGROUND

The WRRC is the City's regional wastewater treatment facility, operating under National Pollutant Discharge Elimination System (NPDES) Permit #3126001 issued by the IDNR. The WRRC receives a mix of domestic and industrial wastewater conveyed through the City's sanitary sewer collection system, as well as high-strength waste delivered by truck from local businesses. The facility treats this material using a combination of physical, biological, and chemical processes that must perform reliably to consistently meet the effluent limits established in the permit. Effluent is the treated water that flows out of the wastewater treatment facility and is discharged to the environment. The WRRC discharges to the Mississippi.

Since 2020, the City has self-reported 72 effluent permit violations through routine Discharge Monitoring Reports (DMRs) submitted to the IDNR, in accordance with the reporting requirements of the NPDES permit.

In Fiscal Year 2023, the City Council approved the addition of two new full-time positions. The first was originally approved as an Assistant Water & Resource Recovery Center Manager; however, the department was subsequently reorganized to establish the WRRC Director (Department Manager) position and a new Plant Manager role. The Plant Manager, responsible for overseeing day-to-day treatment system performance, was filled in November 2023. The second position, Industrial Pretreatment Coordinator, was filled in December 2023. This role is responsible for monitoring and managing waste contributions from industrial users to ensure, as required by the U.S. Environmental

Protection Agency (EPA) and the IDNR, that they do not interfere with the City's ability to collect and treat wastewater in compliance with its NPDES permit.

In 2023, the City retained a contractor to assist with a scheduled inspection of the boiler responsible for maintaining temperatures in the anaerobic digesters. Inspection activities began in October 2023. Following the inspection, the contractor failed to properly reconnect the wiring. As a result, the boiler remained inoperable until mid-November, until WRRC staff were able to diagnose the issue and ultimately identified the miswiring as the cause of the failure. And even though the boiler was eventually restored to service in November of 2023, the prolonged outage caused the digesters to lose temperature and sour, significantly reducing their ability to process solids until the spring of 2024. The City was forced to limit waste feed to the digesters, resulting in solids accumulation throughout the system and elevated sludge blankets in the final clarifiers.

On December 4, 2024, an explosion occurred at the WRRC, causing an estimated \$3.5 million in damage. The incident was not caused by City-owned infrastructure or result from the actions of City personnel. It was caused by equipment owned, operated, and maintained by a private company to further clean the methane gas produced at the WRRC for use as Renewable Natural Gas (RNG).

The explosion disrupted electrical service to key solids handling systems, including sludge thickening, digestion, and dewatering, requiring a ten-day suspension of normal operations while power was safely restored. Over a million gallons of solids accumulated in the system during this period, contributing to operational challenges and subsequent effluent violations in April of 2025.

With the adoption of the Fiscal Year 2025 Capital Improvement Program (CIP) budget, the City Council allocated funding to support an update to the WRRC Facility Management Plan. This comprehensive planning effort will evaluate treatment processes, solids handling, energy use, and system capacity to help prioritize future capital investments and operational improvements. Following adoption of FY25 Budget Amendment No. 1, a total of \$465,000 has been allocated for the effort.

As part of the Fiscal Year 2025 (FY25) budget process, the City Council approved an improvement package to support the long-term functionality and reliability of the Water & Resource Recovery Center's solids handling system. Beginning in FY25 and continuing into FY26 and beyond, the City has committed \$75,000 annually to implement a rotating cleaning schedule for the facility's four anaerobic digesters. This proactive measure allows the WRRC to clean one digester each year, reducing the risk of buildup and system inefficiencies while maintaining stable biological performance and preserving overall treatment capacity.

On May 14, 2025, the City received a proposed Administrative Consent Order from the Iowa Department of Natural Resources (IDNR). The proposed order reflected self-reported NPDES effluent permit violations and IDNR-issued Notices of Violation (NOVs) for the 5-year period starting on January 1, 2020 and running through December 31, 2024.

DISCUSSION

The Water & Resource Recovery Center (WRRC) plays a critical role in protecting public health, supporting economic activity, and safeguarding the environment in Dubuque and the surrounding tri-state area. In addition to treating sanitary wastewater from homes and businesses, the WRRC provides a regional service by accepting trucked high-strength waste (HSW), such as grease from restaurants and septage from private systems. These are materials that would otherwise burden the sewer system or require specialized disposal at private facilities. As outlined in the WRRC mission statement, we are committed to protecting the environment and public health through reliable, cost-effective treatment of wastewater and resource recovery. We take seriously our role as the final line of defense before pollutants reach the Mississippi River and work every day to maintain the high level of treatment required by our National Pollutant Discharge Elimination System (NPDES) permit.

While permit violations are tracked and reported to the IDNR, it is important to understand that not every violation necessarily results in environmental harm. For example, when setting effluent limits for ammonia in the WRRC's NPDES permit, the IDNR's water quality modeling showed that the Mississippi River could assimilate ammonia concentrations up to 105 mg/L in July without adverse impact. However, the WRRC's permit limit is set at 52 mg/L—well below the modeled environmental threshold. This approach adds a safety factor to ensure water quality is protected but also means that not every exceedance of a permit limit represents a direct risk to the river or the ecosystem. And one root cause of a permit violation, such as the buildup of solids in the treatment system, can lead to multiple violations across different parameters. For example, elevated solids can increase Total Suspended Solids (TSS) effluent, which in turn contributes to higher Carbonaceous Biochemical Oxygen Demand (CBOD₅), and diminished ultraviolet (UV) light penetration needed for *E. coli* disinfection. These interrelated effects are typical in wastewater operations, where a single disruption may result in a cluster of related permit violations.

Between January 1, 2020 and December 31, 2024, the WRRC self-reported 72 NPDES permit violations through routine Discharge Monitoring Reports. To fully understand the significance of this number, it is important to consider the operational complexity of the WRRC and the nature of its permit. The WRRC collects hundreds of samples per year across multiple permit parameters. Each parameter includes multiple reporting metrics (e.g., daily maximum, weekly average, 30-day average), and each exceedance of any one metric counts as a separate violation. In addition, many parameters are reported in both concentration (mg/L) and total mass (pounds), meaning a single underlying issue—such as elevated solids in the system—can result in multiple separate violations for the same pollutant. These violations were not evenly distributed over the five-year period but were concentrated primarily in the years 2022 through 2024, reflecting specific operational challenges during that timeframe. The distribution is shown in Table 1 below.

Table 1. Breakdown of Effluent Permit violations at the WRRC by year

Calendar Year	Number of Effluent Violations
2020	2
2021	7
2022	15
2023	28
2024	20
TOTAL	72

As shown in the table above, the bulk of the WRRC's effluent permit violations occurred between 2022 and 2024. These were not the result of ongoing systemic issues but stemmed from isolated disruptions such as the emergence of filamentous bacteria and a temporary boiler failure that are discussed in more detail below. Each of these incidents presented unique operational challenges that resulted in clusters of permit violations during those specific years.

One significant contributor to permit violations during 2022 and 2023 was the emergence of filamentous bacteria in the secondary treatment process. While filamentous organisms are always present in activated sludge systems, changes in pollutant loading and environmental conditions can cause them to proliferate and outcompete beneficial bacteria. This impairs settling in the final clarifiers and increases turbidity, leading to higher TSS and CBOD₅, as well as reduced UV disinfection effectiveness. The WRRC had not previously experienced a filamentous overgrowth of this magnitude, and staff had to quickly identify the bacterial species and determine an effective response. The team conducted side-by-side testing of treatment basins, settled sludge samples, and UV transmittance readings. Working with a wastewater microbiology lab, the WRRC confirmed the species and began applying sodium hypochlorite (bleach) to the Return Activated Sludge (RAS) line to suppress filamentous growth. Chlorination dosing was carefully adjusted to avoid harming beneficial microbes. A third aeration basin was also brought online to increase retention time, allowing healthier biological populations to rebound. These efforts were ultimately successful and continue today as part of ongoing process control.

A second major disruption occurred starting in late October 2023, when the WRRC retained a contractor to assist with a proactive boiler inspection. The boiler is responsible for maintaining temperature in the anaerobic digesters, which is critical for solids stabilization. The contractor was tasked with disassembling the unit for inspection by a state-certified boiler inspector and restoring it to service afterward. However, the contractor failed to properly reconnect critical wiring during reassembly, rendering the boiler inoperable until mid-November. Without heat, the digesters lost temperature and "soured," severely impairing their biological treatment capacity. The City had to stop feeding waste into the digesters, leading to solids accumulation throughout the treatment system and elevated sludge blankets in the final clarifiers. The digesters did not fully recover until spring 2024. This event directly contributed to several permit violations related to solids and CBOD₅.

Overall, the WRRC has generally operated in conformity with its NPDES permit, and the permit violations that have occurred were primarily the result of specific, identifiable events rather than systemic deficiencies. The City has responded to these incidents by addressing root causes and has also taken proactive steps to prevent future violations – both by mitigating the risk of unusual disruptions and by strengthening systems to guard against broader, systemic issues.

Recognizing the need for tighter control of treatment operations and upstream waste inputs, the City Council approved the addition of two new full-time positions in Fiscal Year 2023. First, the department was reorganized to create the WRRC Director position and a dedicated Plant Manager role. The Plant Manager, hired in November 2023, is responsible for daily oversight of treatment system performance and serves as the facility's lead process expert.

The Plant Manager plays a proactive role—more akin to a physician monitoring a patient—by tracking biological health metrics across the system. By evaluating data like sludge volume index, mixed liquor suspended solids, UV transmittance, and ammonia removal rates, the Plant Manager can detect subtle deviations in system performance and respond quickly before they escalate into violations.

Second, an Industrial Pretreatment Coordinator was hired in December 2023 to strengthen regulatory oversight of waste contributions from industrial users. This includes both discharges to the collection system and high-strength hauled waste. They are responsible for evaluating sampling data, tracking pollutant loadings, and enforcing pretreatment requirements to prevent interference with WRRC processes. These two roles are already producing measurable benefits in terms of permit violations, and their impact is expected to grow as the programs mature.

The City is preparing to implement a Computerized Maintenance Management System (CMMS). The WRRC relies on hundreds of interdependent assets—pumps, valves, blowers, chemical feed systems, and treatment process controls—that must work in concert to treat wastewater effectively. A CMMS will allow staff to schedule and track preventive maintenance, monitor equipment condition over time, and generate work orders for inspections, lubrication, calibration, and parts replacement. By proactively addressing mechanical and operational issues before they escalate, the CMMS will improve reliability and reduce the likelihood of equipment-related permit violations. It will also support data-driven asset management, optimize maintenance staff time, and enable more strategic capital planning.

To enhance the reliability and effectiveness of the WRRC's solids handling processes, the City is implementing a strategy to clean each of the facility's four anaerobic digesters on a rotating basis. This program, funded through an annual \$75,000 improvement package beginning in FY25, allows for one digester to be cleaned each year. Routine cleaning is critical to removing accumulated inorganic materials—such as grit, debris, and other non-biodegradable substances—that impair digestion efficiency and reduce available treatment capacity. By maintaining optimal digester functionality, the WRRC can better manage incoming solids and prevent system overloads that could otherwise lead to elevated sludge blankets in the final clarifiers. Such conditions are known to cause

violations of effluent permit limits for total suspended solids (TSS), carbonaceous biochemical oxygen demand (CBOD), and, indirectly, reduced UV disinfection performance. Although funding was allocated for this work in FY25, it was postponed due to the December 2024 explosion and the extended recovery efforts that followed. This targeted investment remains a priority and supports the City's broader effort to minimize permit violations by ensuring stable and effective operation of the WRRC's biological treatment system.

The City is also in the process of updating its Facility Plan for the WRRC. This plan, developed in close coordination with regulatory agencies and engineering consultants, serves as a comprehensive roadmap for future improvements to the treatment facility. It evaluates current performance, regulatory trends, equipment condition, future loading projections, and operational risks to prioritize investments over the next 20 years. The updated Facility Plan will allow the City to strategically phase improvements to maximize cost-effectiveness, support permit compliance, reduce the possibility of odors, and extend the useful life of existing infrastructure. It also ensures that the WRRC remains well-positioned to adapt to new regulatory requirements, emerging contaminants, and the changing needs of the community.

The City is undertaking a series of significant infrastructure improvements at the WRRC to address operational challenges, reduce the risk of permit violations, and improve the long-term reliability of the treatment system. Several of these improvements are either in the design phase or already funded, representing a substantial investment in the future of the facility and the broader utility system.

First among these efforts is the \$7.3 million High-Strength Waste (HSW) Receiving and Storage Improvements Project. The WRRC receives and treats high-strength hauled waste from industrial, commercial, and residential sources, including food processors, restaurants, and septic haulers. These materials often have high organic loads and, if not carefully managed, can upset treatment performance and contribute to violations. The planned improvements include a new receiving station, enclosed storage tanks, enhanced metering, and odor control systems. These upgrades will provide greater control over the volume and characteristics of HSW introduced to the plant, allowing for more consistent and predictable digestion performance.

Another is a \$3 million investment in modernizing the WRRC's electrical control systems. Many of the facility's electrical components—especially motor control centers, programmable logic controllers (PLCs), and supervisory control and data acquisition (SCADA) systems—are at the end of their useful life or no longer supported by manufacturers. The new control system will improve real-time monitoring, increase automation, and allow for faster operator response to emerging issues, all of which are critical for maintaining compliance with effluent discharge standards.

These in-plant improvements are paralleled by investments in the City's sanitary sewer collection system. Over the next five years, the City will invest approximately \$130 million in collection system improvements designed to reduce inflow and infiltration, eliminate capacity constraints, and prevent bypasses and basement backups. The initial investment is the \$43.4 million Old Mill Road Lift Station and Force Main Project, which is currently

under construction. This project will relieve pressure on the downstream Catfish Creek Lift Station and interceptor, which currently serves a large portion of the City's south and westerly growth areas. The planned improvements to the conveyance infrastructure will improve capacity and address wet-weather vulnerabilities that can lead to bypasses and overflows. By proactively investing in the reliability and resiliency of the collection system, the City aims to reduce the frequency of peak flow events that strain the treatment plant and can contribute to effluent permit violations.

Together, these efforts reflect the City's forward-looking strategy to improve treatment reliability, enhance system resiliency, and protect water quality for years to come. Whether focused on managing high-strength waste, modernizing electrical controls, implementing preventive maintenance, or expanding collection system capacity, these efforts directly support the overarching goal of minimizing effluent permit violations. While the Administrative Consent Order (ACO) acknowledges past challenges, the actions described above demonstrate that the City is already taking meaningful steps to address the root causes of permit violations. These investments position the WRRRC and the City to meet both current and future regulatory obligations while continuing to protect public health and the Mississippi River.

The proposed ACO reflects five years of self-reported permit violations and includes a one-time administrative penalty. However, aside from the financial penalty, the ACO does not require the City to take any actions beyond what is already mandated in its existing NPDES permit and the City's ongoing Consent Decree obligations with the U.S. Department of Justice. Under Iowa law, the DNR may assess penalties of up to \$5,000 per day, per violation. The ACO acknowledges that many of Dubuque's violations resulted from exceptional incidents beyond the City's control—such as the contractor-caused boiler outage or the December 2024 explosion. The ACO represents an opportunity to bring closure to the past five years and recognizes the City's efforts to minimize effluent permit violations going forward.

So far in 2025, the WRRRC has recorded seven effluent permit violations, all from a single day in April when staff attempted to process the excess solids that had accumulated following the explosion. Excluding this one-day occurrence, the WRRRC has not had any effluent limit violations in 2025.

ACTION REQUESTED

This memo is intended to provide information relating to the proposed Administrative Consent Order with the Iowa Department of Natural Resources.

CC: Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney
Willie O'Brien, WRRRC Plant Manager

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER**

IN THE MATTER OF:

ADMINISTRATIVE CONSENT
ORDER

The City of Dubuque, Iowa

No. 2025-WW-

NPDES permit no. 3126001

To: City of Dubuque
c/o Crenna Brumwell
50 W 13th St.
Dubuque, IA 52001

Re: Failure to comply with terms of NPDES permit and Stormwater permit.

1. SUMMARY

This Administrative Consent Order is entered into between the Iowa Department of Natural Resources (DNR) and the City of Dubuque, Iowa to resolve violations of Iowa wastewater law. The City of Dubuque shall take the corrective actions listed below and pay an administrative penalty of \$7,000.

Relating to technical requirements:

Michele Smith, Env. Specialist Sr.
DNR Field Office no. 1
1101 Commercial Court, Ste 10,
Manchester, IA 52057
Phone: (563) 927-2640 ext. 308

Relating to legal requirements:

Bradley Adams
Attorney for the DNR
6200 Park Ave., Ste. 200
Des Moines, IA 50321
Phone: (515) 664-8894

Payment of penalty to:

Director of the Iowa DNR
6200 Park Ave., Ste. 200
Des Moines, Iowa 50321

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2. JURISDICTION

This Order is issued pursuant to Iowa Code section 455B. 175(1), which authorizes the Director to issue any order necessary to secure compliance with or prevent a violation of Iowa Code chapter 455B, Division III, Part 1 and the rules adopted or permits issued pursuant thereto; and Iowa Code section 455B. 109 and 567 Iowa Administrative Code (IAC) chapter 10, which authorize the Director to assess administrative penalties.

3. STATEMENT OF FACTS

1. The City of Dubuque (the City) is the oldest city in the state of Iowa, chartered in 1837 situated overlooking the Mississippi River. Its topography is that of bluffs stretching down to flats at the river.
2. The City owns and operates an activated sludge plant with UV disinfection (the facility), which treats wastewater from local industries, residents, commercial businesses, and similar waste products from surrounding areas in Dubuque County. The facility accepts and treats hauled high-strength waste (HSW) from local industries, providing a vital service to the region by treating the waste through a publicly regulated system.
3. Each month the City submits a Discharge Monitoring Report (DMR) to the Iowa Department of Natural Resources (DNR) Field Office 1 (FO1), which documents all monitoring results, including any violations of effluent limits.
4. The City's NPDES permit identifies multiple bypass outfalls at six specific lift stations. These are engineered to prevent damage to the lift stations when the wet well floods resulting from excessive flows to the lift stations or a mechanical failure. The inclusion of the bypass outfalls in the permit reflects regulatory acknowledgment of their existence and function.
5. On November 1, 2019, the DNR issued the City National Pollutant Discharge Elimination System (NPDES) permit no. 3126001, which included effluent limitations for E. Coli, Ammonia, TSS, and CBOD₅.¹
6. On October 14, 2022, DNR Field Office 1 (FO 1) Environmental Specialist Sr. Amber Sauser performed a routine compliance inspection at the facility.
7. That same day, FO 1 issued a Notice of Violation (NOV) to the City for treatment system bypasses, deficiencies related to the sludge management plan, deficiencies in biosolids annual reporting, and deficiencies in toxicity sampling. The NOV listed a number of corrective actions and set a response deadline for each action listed by November 15, 2022.

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8. On November 1, 2022, DNR issued the City amended NPDES permit no. 3126001. The permit was amended to remove the Nutrient Reduction Requirements page and to replace it with an updated Nutrient Reduction Requirements page that would require a new feasibility study in five years.
9. On January 18, 2023, the City approved the creation of an Industrial Pretreatment Coordinator. The position was filled in December, 2023.
10. On February 2, 2023, FO 1 issued an NOV to the City for a failure to meet its TSS and CBOD₅ effluent limitations for the violations reported in August, September, October, November, and December of 2022.
11. On March 24, 2023, the City approved funding to create an Assistant Water & Resource Recovery Center Manager. The position, retitled as Water & Resource Recovery Center Plant Manager, was filled in November of 2023.
12. On April 21, 2023, FO 1 issued the City an NOV for a failure to meet its TSS limitations for the violation reported in February of 2023.
13. In the fall of 2023, the City retained a contractor to perform a scheduled inspection of the boiler system, which maintains the temperature in the facility's anaerobic digesters. Inspection activities began on October 23, 2023.
14. Following October 23, 2023 inspection, the contractor failed to properly reconnect critical wiring, rendering the boiler inoperable until November 10, 2023, causing unintentional and temporary noncompliance with technology-based effluent limits. The City posits that this incident was beyond its reasonable control, and was not the result of operational mistakes, poor facility design, inadequate maintenance, or careless operation.
15. As a result of the inoperable boiler, the digesters lost temperature and soured, significantly reducing their treatment capacity. The City was required to limit the feeding of waste to the digesters, leading to solids accumulating in the system and elevated sludge blankets in the final clarifiers. These conditions contributed, either wholly or in part, to 33 effluent permit violations beginning in late October 2023. Recovery of digester performance took several months, with normal operation restored in June of 2024.
16. On February 1, 2024, FO 1 issued an NOV to the City for a failure to meet its TSS and CBOD₅ effluent limitations.
17. On February 27, 2024, DNR approved the renewal of the City's coverage under NPDES General Permit no. 1 (GP 1). Among other items, GP 1 requires the implementation of a stormwater pollution prevention plan (SWPPP).

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18. On April 30, 2024, FO 1 issued an NOV to the City for failure to meet its TSS and CBOD₅ effluent limitations for the violations reported in January, February, and March of 2024.
19. On November 5, 2024, FO 1 issued an NOV to the City for failure to meet its TSS, E. Coli, Ammonia, and CBOD₅ effluent limitations for the violations reported in April, May, July, and September of 2024.
20. On November 19, 2024, DNR FO 1 Environmental Specialist Sr. Michele Smith performed a stormwater and wastewater inspection at the facility.
21. On December 4, 2024, an explosion occurred at the WRRRC causing an estimated \$3.5 million in damage. The incident was not caused by city-owned infrastructure or the actions of city personnel.
22. The result of the explosion was an exceptional incident that caused unintentional and temporary noncompliance with technology-based effluent limits due to factors beyond the reasonable control of the City. Post explosion, the electrical service to the solids handling system was disrupted, including systems supporting sludge thickening, digestions, and dewatering. This forced the City to suspend normal solids processing operations for ten days while power was safely restored. During this time, solids accumulated in the treatment process, contributing to operational challenges and subsequent effluent violations. The noncompliance with permit effluent limitations was not the result of operational mistakes, poor facility design, inadequate maintenance, or careless operation by the City. As of the effective date of this order, the City is in the process of restoring the facility to pre-explosion conditions in cooperation with investigators and inspectors, both public and private.
23. On December 4, 2024, FO 1 issued an NOV to the City for not having a valid SWPPP and not retaining records in accordance with the terms of GP 1.
24. On December 13, 2024, FO 1 issued an NOV to the City for failure to meet its E. Coli, TSS, and Ammonia effluent limitations for the violations reported in October of 2022, and; February, July, August, and November of 2023.
25. On January 5, 2025, the City hired a qualified consultant to assist in updating the SWPPP. The updated SWPPP was scheduled for completion by March 31, 2025, in accordance with the terms of the agreement.
26. On January 16, 2025, FO 1 issued an NOV to the City for failure to meet its E. Coli effluent limitations for the violations reported in November of 2024.
27. On March 26, 2025, the City submitted the completed and signed SWPPP to FO1 wherein the City committed to implementation of the SWPPP provisions and compliance with applicable requirements of GP1, including staff training and performing routine inspections.

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28. The City has performed the following acts to provide its wastewater treatment system and staff the resources needed to achieve compliance following the events outlined above:
- a. From FY 2023 to 2025, the City has increased rates by nine percent, six percent, and nine percent respectively. The rate increases account for the costs associated with new positions, programs, operating, and capital improvement expenditures.
 - b. During FY 2026 to 2030, the City has budgeted \$92,378,623 in funding dedicated to sanitary sewer extensions and system improvements. Including carryovers from prior years, the City has committed \$134,206,288 toward sanitary sewer system improvements.
 - c. Since 2022, the City has committed \$40,530,508.82 to the repair and/or replacement of collection system components.

4. CONCLUSIONS OF LAW

29. Iowa Code section 455B.186 prohibits the discharge of pollutants into waters of the state, except for adequately treated pollutants discharged pursuant to a permit.
30. Iowa Code section 455B.173(3) authorizes and requires the Environmental Protection Commission (Commission) to promulgate rules relating to the operation of waste disposal systems, the discharge of pollutants into waters of the state, and the issuance of permits to waste disposal systems. The Commission has done so at 567 IAC 60 through 69.
31. 567 IAC 64.3(1) states that “no person shall operate any wastewater disposal system...contrary to any condition of an operation permit issued by the director.”
32. 567 IAC 64.6 specifies the conditions that are to be included in a permit, including applicable effluent limitations as established in Chapters 61 and 62 of the rules.
33. 567 IAC 64.7(4)(e) states that “if a permittee fails...to comply with an interim or final requirement in an NPDES permit such noncompliance shall constitute a violation of the permit for which the director may...suspend or revoke the permit or take direct enforcement action.”
34. 567 IAC 63.6(1) states that “bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited.”
35. Part III(C) of NPDES GP 1 requires facilities under its coverage to prepare and implement a stormwater pollution prevention plan.

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The above-stated facts establish violations of these provisions.

5. ORDER

Therefore, the DNR orders, and the City agrees to the following:

1. The City shall comply with all NPDES permit effluent limits.
2. The City shall continue to comply with the terms of its existing Consent Decree between the City and the U.S. Environmental Protection Agency (EPA) related to the elimination of sanitary sewer overflows (SSOs) and bypasses, including all requirements for system evaluation, rehabilitation, and reporting intended to address deficiencies in the collection system. The City provides semi-annual reports to the EPA on the progress related to the Consent Decree. The Iowa DNR shall be added as recipients on the semi-annual reporting. The semi-annual reports shall be provided to the following individuals, on behalf of the Iowa DNR:

Michelle Smith, Environmental Specialist Senior
michelle.smith@dnr.iowa.gov

Bradley Adams, Attorney 2
bradley.adams@dnr.iowa.gov

If the City becomes aware that these individuals are unable to receive the aforementioned semi-annual report on behalf of the DNR, then the City shall submit the semi-annual report to an appropriate DNR representative.

3. The City shall pay an administrative penalty of \$7,000 within 30 days of the effective date of this Order.

6. ADMINISTRATIVE PENALTY

1. Iowa Code section 455B.109 authorizes the Commission to establish by rule a schedule of administrative penalties up to \$10,000 that may be assessed administratively. The Commission has adopted this schedule with procedures authorizing the Director to assess administrative penalties at 567 IAC 10.
2. Iowa Code section 455B.191 provides for penalties of up to \$5,000 per day for wastewater violations.
3. 567 IAC 10 establishes the criteria that the DNR must consider in determining whether an administrative penalty is warranted, and if so, how much the penalty should be. The general categories for consideration are the economic benefit of the alleged non-compliance by the violator, the gravity of the alleged violation, and the culpability of the violator. Pursuant to this chapter, the DNR has determined that the most effective and efficient means of addressing the above cited violations is the issuance of an administrative consent order with an

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administrative penalty of \$7,000.00. The administrative penalty assessed by this Order is determined as follows:

- a. **Economic Benefit:** 567 IAC chapter 10 requires that the DNR consider the costs saved or that were likely to be saved by noncompliance. 567 IAC 10.30(1) states that “where a violator realizes an economic benefit through the violation or by not taking timely compliance or corrective measures, the department shall take enforcement action which includes penalties to offset the economic benefit.” 567 IAC 10.30(1) further states, “reasonable estimates of economic benefit should be made where clear data are not available.”

Dubuque has struggled with managing high strength hauled waste for many years, which has resulted in the periodic overloading of the facility’s anerobic digester system. Overloading the digesters with high strength organic waste has been linked to the propagation of filamentous bacteria that negatively impacts the overall activated sludge treatment process, causing effluent violations. The City has identified high strength waste receiving and storage as an operational priority. Upgrades to this portion of the facility are currently in the design phase. However, this project should have been completed several years ago, thereby delaying the costs associated with this capital investment.

As such, \$2,000 is assessed for this factor.

- b. **Gravity of the Violations:** Elements to consider when determining the gravity of a violation include the actual or threatened harm to the environment or public health and safety, and whether the violation threatens the integrity of the regulatory program.

The City exceeded its permit’s effluent limits approximately 72 times dating back to January of 2020, including two consecutive quarters of significant non-compliance for TSS in 2022/2023 and two consecutive quarters of significant non-compliance for TSS and CBOD₅ in 2023/2024. Failure to comply with NPDES effluent limits degrades water quality in Iowa’s surface waters. This harms aquatic life, prevents the attainment of water quality goals, and limits the Department’s ability to deliver its mission for the citizens of Iowa. Furthermore, noncompliance with an NPDES permit thwarts the integrity of the state’s water quality program. The facility’s collection system also experienced repeated bypasses and basement backups, resulting in the release of untreated wastewater to the environment and within residential homes.

As such, \$4,000 is assessed for this factor.

- c. **Culpability:** The factors to be considered in determining the culpability of the violator include the degree of intent or negligence of the violator, whether the case involves false reporting of required information and whether the violator has taken remedial measures to address the harm caused by the violations.

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Dubuque owns and operates a major wastewater treatment plant. This highly regulated activity obligates the City to be aware of the applicable regulations and to comply with those regulations. The Department has repeatedly communicated the need for the City to comply with its NPDES permit. Even so, over 70 unauthorized discharges have occurred.

As such, \$1,000 is assessed for this factor.

7. APPEAL RIGHTS

As this Order is entered by consent of the parties, there is no right of appeal.

8. NONCOMPLIANCE WITH THIS ORDER

Failure to comply with any requirement of this Order may result in the imposition of further administrative penalties or referral to the Iowa Attorney General to obtain injunctive relief and/or civil penalties.

Kayla Lyon, Director
Iowa Department of Natural Resources

Brad Cavanagh, Mayor

_____, 2025.
Month Day

Iowa DNR Administrative Consent Order – Context & Path Forward –

City of Dubuque – Water & Resource Recovery Center
August 18, 2025





What is the WRRC?

- Regional wastewater treatment for Dubuque & surrounding communities
- Handles domestic, industrial, and hauled high-strength waste
- Discharges to Mississippi River under strict NPDES permit
- Over 2,000 individual permit conditions checked each year

Why Are We Here Today?

- May 2025: IDNR issued proposed Administrative Consent Order
- Covers 72 self-reported effluent permit violations (Jan 2020 – Dec 2024)
- Goal: Provide context, explain causes, and share solutions

How Effluent Permit Violations Are Counted...

Effluent is the water discharged from the facility following treatment

- Each effluent parameter has multiple metrics (e.g., mg/L, lbs/day, 24-hour max, 7-day avg, monthly avg, etc.)
- One incident can trigger multiple effluent permit violations for the same pollutant

The Numbers in Context

- 72 effluent permit violations $\approx$ 1% of $\sim 7,000$ compliance checks over 5 year period
- Most in 2022–2024 during specific operational disruptions
- **Not related to systemic operational failure**

How They're All Connected

- Elevated solids → higher TSS
- Higher TSS → higher CBOD₅
- Higher TSS → reduced UV penetration → E. coli exceedance
- One root cause = multiple effluent permit violations

Timeline of Events

- 2020–2021: 9 effluent permit violations – isolated issues
- 2022: Filamentous bacteria emergence
- Nov 2023: Boiler outage – contractor wiring error
- Dec 2024: Explosion from third-party RNG equipment

Filamentous Bacteria (2022–2023)

- Present in all wastewater systems; normally thrive in low-strength waste
- In Dubuque's case, waste strength was high, causing rapid filamentous growth
- All microbes break down waste, but filamentous types:
 - - Do not settle out well in clarifiers
 - - More likely to pass into final effluent
- Result: Elevated solids → TSS, CBOD₅, and E. coli effluent permit violations
- Controlled through species identification, targeted chlorination, and process adjustments

2023 Boiler Outage

- Proactively scheduled state- and insurance-required boiler inspection
- Contractor failed to reconnect wiring after inspection
- Boiler offline ~3 weeks → digesters lost temperature and “soured”
- Reduced solids processing → solids accumulated in system
- Led to TSS, CBOD₅, and E. coli effluent permit violations
- Cause: Third-party contractor error – City pursuing damages

December 2024 Explosion

- Caused by third-party Renewable Natural Gas (RNG) equipment
- Not related to City-owned systems or staff actions
- Explosion damaged solids handling systems and disrupted power
- 10-day outage → >1M gallons solids accumulated
- Recovery extended into April 2025, causing seven (7) effluent permit violations

2025 Example – One Day, Multiple Effluent Violations

- First 8 months of 2025: 7 effluent permit violations, all from one day in April
- Cause: Processing stored solids from Dec 2024 explosion recovery
- **One day caused daily, weekly, and monthly exceedances**
 - (1) Total Suspended Solids 7-day concentration exceedance
 - (2) Total Suspended Solids 7-day total pounds exceedance
 - (3) Total Suspended Solids monthly concentration exceedance
 - (4) CBOD 7-day concentration exceedance
 - (5) CBOD 7-day total pounds exceedance
 - (6) CBOD monthly concentration exceedance
 - (7) CBOD monthly total pounds exceedance

Effluent Violations do not Mean Environmental Harm

- Some effluent limits are set far below environmental thresholds for safety
- Not every exceedance means actual harm to river
- Many effluent permit violations tied to the same operational issue

During the 2020-2024 Period the City has:

- Added Plant Manager for daily process oversight
- Added Industrial Pretreatment Coordinator for upstream control
- Implemented filamentous control program
- Funded proactive digester cleaning plan

Major Capital Investments Underway

- \$7.3M High-Strength Waste Receiving & Storage (design)
- \$3M Electrical Controls Modernization (bidding soon)
- \$43M Old Mill Road Lift Station & Force Main (under construction)
- \$134M committed through FY2030

2025 Performance to Date

- Only seven (7) effluent permit violations so far in 2025 – all from one day in April
- No other effluent limit exceedances

What the ACO Means

- One-time penalty, no new requirements beyond current permit
- Acknowledges most effluent permit violations caused by exceptional incidents
- Brings closure to the past 5 years

Looking Ahead

- Facility Plan Update for 20–30 year outlook
- Continued investment in people, systems, and infrastructure
- Goal: Reliable compliance, resiliency, environmental protection

Closing Message

- Effluent permit violations were isolated and addressed
- Changes and improvements over the past five years are already making a difference.
- We are always looking for ways to improve what we do at the WRRC.

Questions?



**City of Dubuque
City Council**

ACTION ITEMS # 12.

ITEM TITLE:	Old Mill Road Lift Station Project Update Video
SUMMARY:	A brief video produced by the Communications Office following a recent City Council work session and major concrete pour at the Old Mill Road Sanitary Sewer Lift Station Project will shown. It can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/p0BzFZZELQU
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	None

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Pending Litigation and Purchase or Sale of Real Estate –
Chapter 21.5(1)(c),(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None