



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
October 7, 2024 at 6:30 PM

Council meetings are video streamed live and archived at
www.cityofdubuque.org/media and on Dubuque's CityChannel on the Mediacom
cable system at cable channel 8 and digital 117.2.

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ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:30 PM - Smart Parking Mobility Management Plan

Walker Consulting will present on the progress of the Smart Parking Mobility Management Plan.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. ICMA YSEALI Fellow Introduction

Assistant City Manager Cori Burbach will introduce International City/County Management Association (ICMA) Young Southeast Asian Leaders Initiative (YSEALI) Fellow May Hadee.

PROCLAMATIONS

1. Domestic Violence Awareness Month (October 2024)

On behalf of Waypoint Services.

2. Arts and Humanities Month (October 2024)

On behalf of the Arts and Cultural Affairs Division.

3. Community Planning Month (October 2024)

On behalf of the Planning Services Department.

CONSENT ITEMS

1. Minutes and Reports Submitted

Airport Commission of August 27, 2024; Arts and Cultural Affairs Advisory Commission Minutes of July 23, 2024 and Report of August 27, 2024; City Council Proceedings of September 16, 2024; Historic Preservation Commission of August 15, 2024; Long Range Planning Advisory Commission of July 17, 2024; Zoning Advisory Commission of September 4, 2024; Zoning Board of Adjustment of August 22, 2024; Proof of Publication for City Council Proceedings of August 19, August 20, August 21, August 21, and September 3, 2024.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Kira Kieffer and John Liphardt for vehicle damage; Jacob Ludwig for vehicle damage; Dennis Thein for vehicle damage.

Suggested Disposition: Receive and File; Refer to City Attorney

3. Disposition of Claims

City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Kira Kieffer and John Liphardt for vehicle damage; Jacob Ludwig for vehicle damage; Dennis Thein for vehicle damage.

Suggested Disposition: Receive and File; Concur

4. Approving 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. North Grandview Avenue Pavement Rehabilitation Project - PROJECT 5521000018

City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$382,449.82 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the North Grandview Avenue Pavement Rehabilitation Project.

RESOLUTION Accepting the North Grandview Avenue Pavement Rehabilitation Project and authorizing final payment to the contractor

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

6. Acceptance of Grants of Easement for Access and Maintenance as Part of the 2024 SRF Green Alley Project

City Manager recommending City Council accept the Grants of Easement for Access and Maintenance from Phillip M. Brown, Mid-America Property Management, LLC, and Rider Lacey Block, LLC, as identified on the attached resolution as property owners of properties in the city block bounded by E. 17th, E 18th, Central and White Streets as part of the 2024 SRF Green Alley Project and as shown on the exhibits on attached the Grants of Easement.

RESOLUTION Accepting Grants of Easement for Access and Maintenance Associated with the 2024 SRF Green Alley Project, in the City of Dubuque, Iowa

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

7. 2024 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina: Approve Iowa Department of Natural Resources Subrecipient Grant Agreement: Iowa DNR Agreement No. 25CRDFBGSCO-0001: USFWS Agreement No. F24AP01981

City Manager recommending City Council approval and authorization for the Mayor to execute the Subrecipient Grant Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources (Iowa DNR) for the 2024 Boating Infrastructure Tier 1 Grant (BIG Tier 1) to assist with funding to perform maintenance dredging at Dubuque Marina.

RESOLUTION Approving a 2024 Boating Infrastructure Tier 1 Grant Subrecipient Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources to assist with maintenance dredging at Dubuque Marina

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

8. 15th Street Railroad At-Grade Crossing Closure: CPKC Railroad Roadway At-Grade Crossing Closure Agreement: State of Iowa Section 130 Crossing Closure Incentive Agreement

City Manager providing information to City Council on the executed agreements with both the Canadian Pacific Kansas City (CPKC) Limited Railroad and Iowa Department of Transportation (Iowa DOT) for the permanent closure of the 15th Street Railroad At-Grade Crossing.

Suggested Disposition: Receive and File

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

Eastern Iowa Excavating and Concrete, LLC for the Keymont Drive Pavement Rehabilitation Project.

Suggested Disposition: Receive and File; Approve

10. Pre-annexation Agreement – 10675 Key West Dr., David Herbst

City Manager recommending City Council approval of a pre-annexation agreement with David Herbst, property owner of 10675 Key West Drive in Dubuque County, in conjunction with his request to connect to City water and authorize the Mayor to sign the agreement on behalf of the City of Dubuque.

RESOLUTION Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and David Herbst

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

11. Pre-annexation Agreement – 10270 Key West Dr., St. Joseph's Church

City Manager recommending City Council approval of a pre-annexation agreement with St. Joseph's Church, Key West & St. Josephs Church Corp (Key West), property owner of 10270 Key West Drive, in conjunction with their request to connect to City water and authorize the Mayor to sign the agreement on behalf of the City of Dubuque.

RESOLUTION Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and St. Joseph's Church, Key West & St. Josephs Church Corp (Key West)

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

12. Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc.

City Manager recommending City Council adoption of a resolution approving the Assignment and Assumption of the Lease Agreement between David Hartig Jr. and Rabbit Hollow Nature Conservancy Inc. for the real estate shown on the attached photo.

RESOLUTION Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc.

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. Proceedings to Set Public Hearing on October 21, 2024, for the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I

City Manager recommending that a public hearing be set for October 21, 2024, on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes,

State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project projects.

RESOLUTION To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$27,000,000

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 21, 2024

2. **Equity and Human Rights Commission Request for Commissioner Removal**
Equity and Human Rights Commission requesting City Council schedule a public hearing to consider the removal of Commissioner Enoc Sanchez from the Commission for noncompliance with the attendance requirement of the City Code of Ordinances.

RESOLUTION Setting a public hearing on the intent to consider the removal of a commissioner from the Equity and Human Rights Commission

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 21, 2024

3. **2024 SRF Green Alley Project: Initiate Public Bidding Process and Set Date for Public Hearing - Project No: 5581500018, 4281000045, 5581500020**

City Manager recommending City Council authorize initiating the public bidding process and set a public hearing on November 4, 2024, and to approve the plans, specifications, form of contract, with an estimated cost of \$1,342,614.00, and authorize the City Engineer to advertise for bid proposals for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

RESOLUTION 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 November 4, 2024

4. **2024 SRF Green Alley Project Special Assessments - Project No: 5581500018, 4281000045, 5581500020**

City Manager recommending City Council set a public hearing on November 4, 2024, and to approve the Resolution of Necessity and the Preliminary Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

RESOLUTION Approving the preliminary plats, schedule of assessments and estimate of total cost for the 2024 SRF Green Alley Project

RESOLUTION Of necessity for the 2024 SRF Green Alley Project

RESOLUTION Fixing date of public hearing on resolution of necessity

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

BOARDS/COMMISSIONS

1. **Boards and Commission Application Review**

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

Resilient Community Advisory Commission

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

Applicant:

- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)

Applicant:

- Troy Froistad, 477 West 3rd St.

2. Boards and Commission Appointments

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

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Expired term of Jacobs)

Applicant:

- Danielle Jacobs, 3130 Shiras Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena)

One, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard)

Applicants:

- Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At Large)
- Julie Woodyard, 1950 Coates St. (Qualities for At- Large)

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. Iowa Amphitheater on Schmitt Island Project Bid Package No. 1 (Site Demolition & Mass Grading) Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and construction estimate of \$1,018,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1, and City Manager recommending approval.

RESOLUTION Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading)

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. Off-Premises Sign Regulations

City Manager recommending City Council approve one of the following on the current off-premises sign regulations to ensure that our signage policies effectively balance commercial interests with the aesthetic and functional integrity of our neighborhoods:

- 1) Provide direction to Planning Staff to prepare an amendment to 16-15-12 Off Premises Signs of the Unified Development Code; or
- 2) Adopt the attached ordinance approving a Temporary Building Permit Moratorium to allow time for off-premises signs to be analyzed through the Unified Development Code Update Process

ORDINANCE Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 2 Building Construction, Demolition and Moving, Section 14-2-4 Moratorium for Construction or other work on certain streets, areas, or facilities by adding Section B Off Premises Sign Study Area

; or

- 3) Take no action and review as part of the Unified Development Code Update.

Suggested Disposition: Receive and File; Council

2. Request for Proposals for Historic Millwork District Outdoor Community Space Engagement, Design, Construction Management

City Manager recommending that the City Council approve the RFP for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management, and then direct staff to post the RFP and initiate the

consultant selection process.

Suggested Disposition: Receive and File; Approve

3. Public Safety Software Recommendation

City Manager recommending City Council approval to enter into a contract with CentralSquare Technologies for public safety software for the City of Dubuque and its partner public safety agencies and give authorization to the Mayor to sign the contract.

Suggested Disposition: Receive and File; Approve

4. Work Session Request: Automated License Plate Reader (ALPR) Update

City Manager recommending City Council schedule a work session on October 21, 2024 at 5:30 p.m. to provide an update on the Automated License Plate Readers (ALPR).

Suggested Disposition: Receive and File; Council

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

The agenda with supporting documents may be accessed at www.cityofdubuque.org or at the City Clerk's Office at 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 with limited English proficiency, vision, hearing or speech impairments or 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: 5:30 PM - Smart Parking Mobility Management Plan
SUMMARY: Walker Consulting will present on the progress of the Smart Parking Mobility Management Plan.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. Work Session SPMMP - staff memo
3. Dubuque Smart Parking Management Plan_DRAFT_241002
4. Dubuque Parking Slides Oct 7 2024 City Council Work Session_for Council_241002

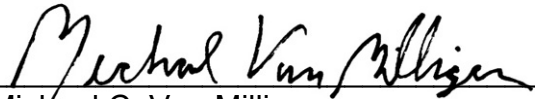
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Smart Parking Mobility Management Plan Work Session

DATE: October 3, 2024

Director of Transportation Services Ryan Knuckey is sharing information for the 5:30 p.m. October 7, 2024, Work Session on the progress of the Smart Parking Mobility Management Plan.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Director of Transportation Services
Gus Psihoyos, City Engineer
Russ Stecklein, Operations Supervisor – Parking
Tracy Schadle, Confidential Account Clerk

TO: Michael C. Van Milligen, City Manager
FROM: Ryan Knuckey, Director of Transportation Services
DATE: October 2, 2024
RE: Smart Parking Mobility Management Plan Work Session

INTRODUCTION

The purpose of this work session is to advise the City Council on the progress of the Smart Parking Mobility Management Plan.

DISCUSSION

Walker Consulting was hired by the City of Dubuque to create a Smart Parking & Mobility Management Plan. Walker Consulting will be updating the City Council on the final draft of the Smart Parking Mobility Management Plan to be approved at a later City Council meeting.

RECOMMENDATION

A PowerPoint presentation will be given by Walker Consulting. No formal action is required.

CC: Gus Psihoyos, City Engineer
Russ Stecklein, Operations Supervisor – Parking
Tracy Schadle, Confidential Account Clerk

SMART PARKING MANAGEMENT PLAN

ParkDBQ

October 2024



ACKNOWLEDGMENTS

We thank the many residents, business owners, and other stakeholders who contributed to the development of this plan.
The following City of Dubuque personnel were instrumental in completing this plan:

CITY OF DUBUQUE

- Ryan Knuckey
Director of Transportation Services
- Russell Stecklein
Transportation Services Operations Supervisor
- Tracy Schadle
Confidential Accountant Clerk
- Mike Van Milligan
Dubuque City Manager
- Steve Sampson Brown
former Project Manager

DUBUQUE CITY COUNCIL



CONSULTANT TEAM

- Walker Consultants (lead)
- Bolton and Menk
- RDG Planning & Design



NAVIGATING THE SMART PARKING MANAGEMENT PLAN

The Smart Parking Management Plan serves as a guiding framework for the City of Dubuque Parking Division in coordination with interdepartmental city staff, the City Manager and Council, agency partners, and other stakeholders. The plan begins with an introduction and additional context. It includes the agreed-upon core system values, guiding principles of parking management based on best practices, and the strategic goals of the City of Dubuque Parking Division.

Following the introduction, the Plan is divided into four sections based on the following workflow categories:

-  **Organization, Stewardship, Finances, & Stakeholder Engagement**
-  **Equipment & Technology**
-  **Policy, Parking Operations, & Management**
-  **System Communications, Information, & Wayfinding**

Each section is color-coded and intended to be shared separately as desired. Please see the table of contents on the following page for more information. The heading links in the table of contents provide direct access to the specific sections.

In each section, you will find an overview of the category, a description of existing conditions, and an identification of the primary needs, issues, and opportunities related to that category in the context of the parking system in Dubuque. Moreover, you will find the recommended action items under each respective category and additional details about action item recommendations.

Following these workflow sections is the phased Implementation Action Plan, which displays all recommended action items, including recommended priority/phasing and estimated cost and impact.



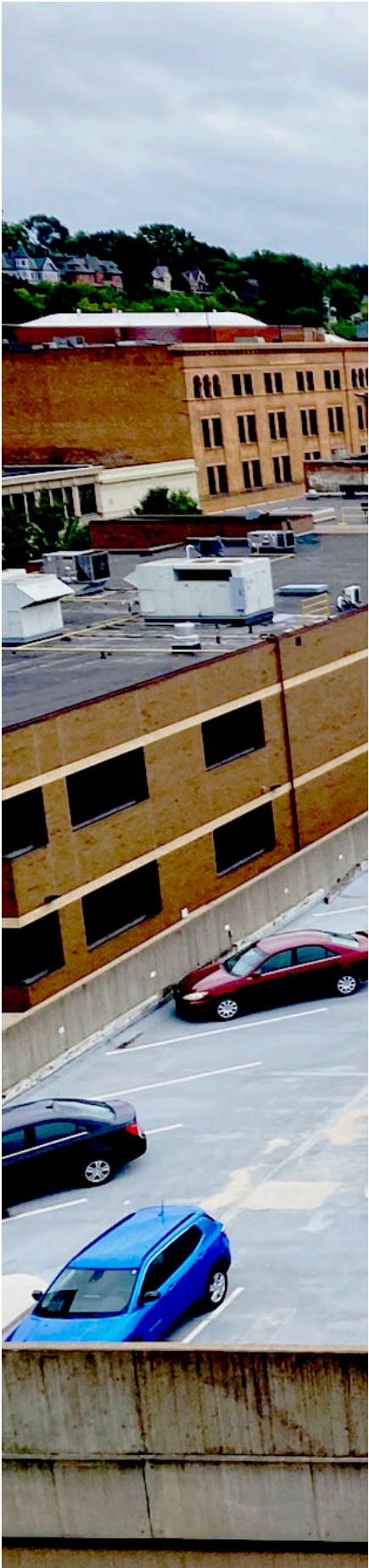
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Introduction & Context

01



Background & Context

Parking facilities and resources are expensive to build, operate, and maintain. They represent significant long-term investments that become fixtures of our communities for decades. These facilities impact urban form, sense of place, access, and quality of life.

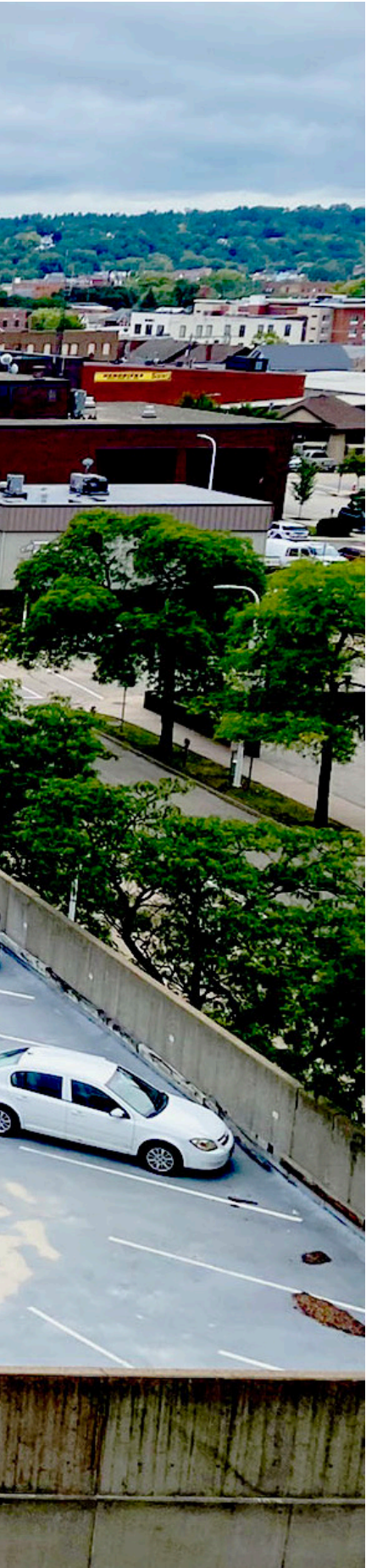
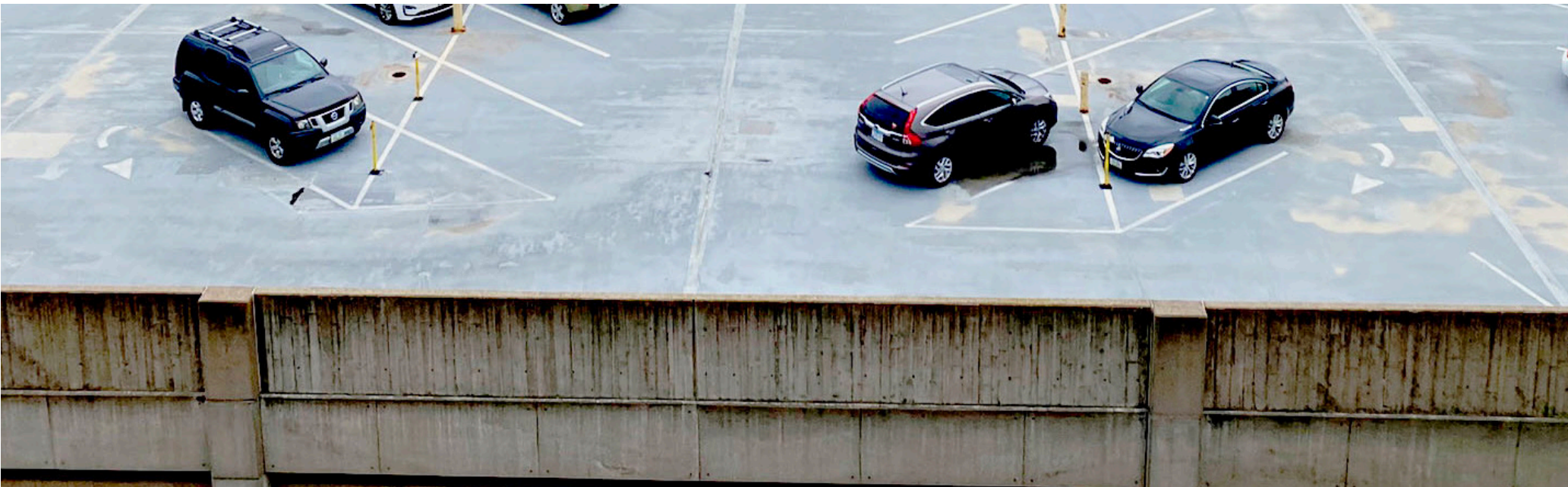
Many of Dubuque’s parking ramps and lots were planned for and built decades ago, but thoughtful management and stewardship responsibility falls on present generations. Parking is an important component of the downtown fabric and, when managed well, plays a significant role in the vibrancy and economic development of downtown. Various forces have impacted the dynamics around access, parking, and mobility in Dubuque, and these forces are driving the need for change.

One chief force, the COVID-19 pandemic, perhaps forever changed the demands and dynamics of commuting, particularly impactful in an environment like downtown Dubuque, which large office-based employers have historically dominated. Many downtown parking facilities are seeing lower utilization than they once did, even at peak periods. Declining commuting (and parking) demand has, to some degree, lessened activity in downtown and had a negative impact on the downtown economy and the parking fund itself. This fund must still support rising expenses with depressed demand and depressed revenues.

Meanwhile, areas like the Millwork District are seeing new investments and a mix of uses changing the physical landscape, employment landscape, patterns of activity, and, in some cases, the populations living and working downtown. Additionally, changes in and around Dubuque are primed to elevate Dubuque as a place to live, work, and play. Continued investment into the neighborhoods and existing fabric of downtown Dubuque is expected. The city’s parking and transportation ecosystem must continue to adapt to accommodate growing and evolving needs and demands.

The technology and equipment used to manage the parking system, collect payment, control access, and conduct enforcement is aging and functionally obsolete and needs replacement. Modern equipment will enhance convenience and service for customers, simplify operations for the city, and allow the city to manage the system more nuanced (i.e., with more functionality for customers and data for the city to understand system performance) and efficiently.

In conjunction with modernizing technology and equipment, a strategic roadmap for the city’s parking policies, operations, and management is needed to chart a smart and more sustainable future for the city. This plan represents a comprehensive examination of the city’s parking system and charts a strategic roadmap for the city to navigate the future of parking operations.



Core System Values



PARKING MANAGEMENT BEST PRACTICES

The City of Dubuque Parking Division (the “Division”) strives to adhere to industry parking management best practices as a central core value underpinning how the city develops and implements policy and operates the parking system daily. The plan articulated herein provides the city operational resiliency for emerging transportation and parking technologies that may arise in the future.



HIGH-QUALITY ACCESS AND ENGAGED AND TRANSPARENT CUSTOMER SERVICE

The Division strives to provide safe, secure, convenient, clear, user-friendly, and reliable parking and transportation resources and options to downtown residents, visitors, and employees that promote access to downtown destinations and services. The Division seeks to promote financial and operational transparency and provide a high degree of customer engagement, service, and support, service that promotes the access, equity, and community and economic vibrancy of downtown Dubuque.



FISCAL AND OPERATIONAL SUSTAINABILITY

The Parking Division is charged with operating, managing, and maintaining public parking facilities and mobility assets under a financial structure supported by a mix of user fees and general fund subsidy. The changing dynamics of workplace patterns compel the Parking Division to examine its financial structure. The Division is committed to maintaining ongoing fiscal and operational sustainability of the parking and transportation system as the city evolves.

EFFICIENT USE OF RESOURCES

The Division regards the provision, operations, maintenance, and management of the city’s parking system as an exercise in the judicious use of scarce resources, particularly land and money. Parking occupies significant space in downtown Dubuque, and considerable funds are required to operate, manage, and maintain the system. Excess and inefficient parking negatively impact urban vitality.

Efficient operations and management of parking and transportation systems means consistently monitoring and maintaining facilities. It means responsible use of resources, leveraging pricing and management strategies to create turnover of on-street spaces, and right-sizing parking assets where possible. Right-sizing parking includes working not to build unnecessary parking and removing unnecessary and inefficient parking where possible (e.g., examining the potential to recoup land dedicated for parking for other potentially more productive uses).



PARKING AS AN ASSET TO DOWNTOWN ACCESS AND ECONOMIC DEVELOPMENT

When operated efficiently, the parking system can serve as a central feature of a thriving downtown and a vital asset to access, activity, and economic development in Dubuque. This includes supporting residential and mixed-use development with specific parking options, attracting and retaining downtown office tenants, and accommodating event parking demands. underpinning how the city develops and implements policy and operates the parking system daily.



Guiding Principles of Parking Management



The City of Dubuque is guided by the following principles in its approach to parking management.

INTRODUCTION

Providing, operating, and managing parking in an environment where space and other resources are constrained is a delicate balance involving personal choices and tradeoffs. Customers seek the following when looking for a place to park:

- 1. *They want it to be free;*
- 2. *They want it to be always available;*
- 3. *They want it to be convenient or proximate to their destination.*



Users are constantly weighing the trade-offs between price, convenience, and availability when making mode choice and parking decisions.

It is challenging, if not impossible, to meet all three criteria simultaneously in an urban environment such as downtown Dubuque, where offering free and convenient parking in front of every destination would severely inhibit downtown walkability and livability.

Offering free, always-available parking immediately adjacent to a parker's destination would require parking facilities built next to every downtown business and institution. This would result in an urban environment overrun by vehicles and parking and require a significant public subsidy. Instead, focus should be placed on establishing operations and management policies and practices to meet two of the three criteria.

Curb space, in particular, is a scarce public resource, and parking cars there is storing private property in the public right-of-way. Charging the highest rate for the privilege to park in the most coveted areas is consistent with best management practices. It encourages the desired turnover for on-street

spaces in high-demand areas and sends the right market signals. Those who are willing to pay a premium price for convenient parking will do so, and those who are not will elect to park further away at less expensive options, either on-street or off-street. Those who are parking for longer will be incentivized to park off-street, as these assets should be priced at a discount. Without an appropriate pricing scheme, some may avoid coming to an area (e.g. downtown Dubuque) altogether.

Best practices dictate that parking owners and operators leverage policies, operations, and management strategies to guide parking customers into making parking decisions that suit them while also delivering value and efficiency for the parking operation.

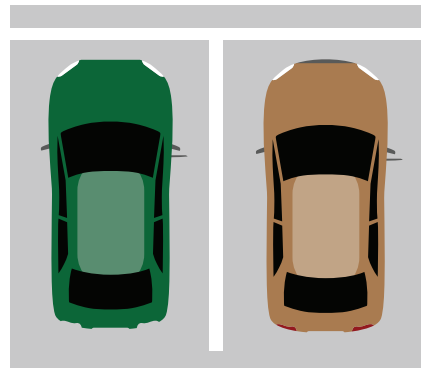
A parking system should be self-supported through direct fees charged by the system owner/operator and paid by parking users. The concept is that those who do not use parking infrastructure should not be taxed through the general fund or other measures to pay for parking, which is currently the case in Dubuque. Best practices include recognizing that parking is a commodity and a service that must be priced according to market economics, especially in the most constrained urban areas. Best practices for setting parking rates, fees, and associated time limits call for managing parking demand by pricing the most convenient and desirable parking locations higher than less convenient parking locations.

By applying natural market economic forces that recognize the demand for parking, particularly curbside parking, parking demand can be managed by incentivizing users to choose between price, convenience, and availability. A revenue stream can be generated to fund the parking system's ongoing planning, construction, operations/management, and maintenance.

ON-STREET PARKING MANAGEMENT: MANAGE NEEDS AND INCENTIVIZE TURNOVER

Parking vehicles is one of many demands on limited curbside space in urban environments like downtown Dubuque. Others include commercial and passenger loading and unloading activities, bicycle and transit facilities, and placemaking amenities like outdoor seating and dining. Cities across the United States and the world are seeing limited curbside parking areas dwindle amidst the continued rise in other curb demands brought on by the growing prominence of food and goods delivery and rideshare services like Uber and Lyft. Many cities are recognizing the need to dedicate curb space for all mobility modes, including electric bikes and scooters. Modern curb management must integrate vehicle parking along with these other growing demands.





Curbside, or ‘on-street’ parking represents the most limited (and typically most coveted) part of most cities’ public parking inventory and needs to be managed accordingly. Due to their visibility, convenience, and proximity to core destinations, on-street parking spaces should be managed for shorter parking stays and more significant space turnover throughout the day. On-street spaces should be optimized through pricing and other strategies for downtown customers and visitors, with parking stays typically lasting less than three hours.

OFF-STREET PARKING MANAGEMENT: LONGER-TERM PARKING STAYS

In contrast to on-street parking, off-street parking should be optimized to encourage more extended parking stays. Downtown residents, employees, and others who need to park for longer than a few hours should park in off-street parking lots and ramps. Off-street parking users include hourly and daily, contract, and hotel and event parkers.

Unlike short-term parkers, long-term parkers may accept longer walking distances if the walking experience is comfortable and pleasant. The perception of acceptable walking distance varies from city to city depending on climate, terrain, building density, safety, and local habits and preferences.

LEVERAGING PRICING, TIME LIMITS, AND ENFORCEMENT

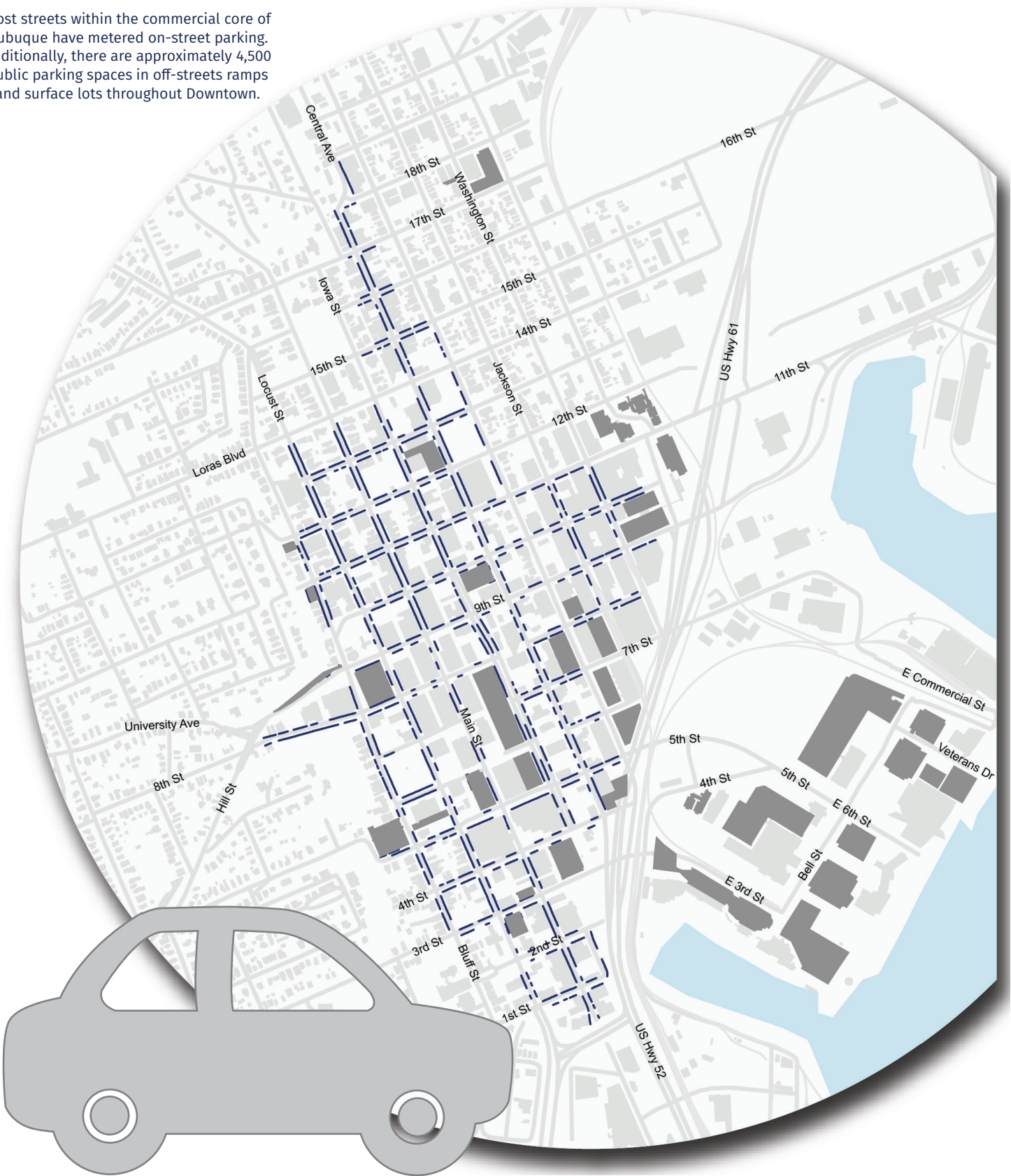
Given the limited supply of on-street parking and its convenience for short-term parking uses, cities should employ strategies to discourage long-term parking on-street and promote the attractiveness of off-street facilities for long-term parkers.

Pricing is the most effective market-based tool for proper parking management, and market best practices call for charging more for convenient on-street parking than rates in off-street parking facilities. In conjunction with pricing, setting time limits for on-street parking and enforcing on-street parking to encourage payment compliance is essential. In the off-street parking environment, payment should be required in convenient off-street facilities, and payment compliance or proper credentials should be ensured with some sort of parking access and revenue control system (PARCS).

Sending clear market signals related to on-street and off-street parking not only manages parking demand but also improves the overall use efficiency of the parking system and reduces users’ circling for the most convenient parking spaces.

METERED ON-STREET AND PUBLIC OFF-STREET PARKING MAP

Most streets within the commercial core of Dubuque have metered on-street parking. Additionally, there are approximately 4,500 public parking spaces in off-streets ramps and surface lots throughout Downtown.



WALKSHED FROM PUBLIC PARKING FACILITIES IN DOWNTOWN DUBUQUE

Virtually all of Dubuque’s commercial core is within 3 blocks (1,000 feet) of a public parking facility.



Walking Tolerances in Dubuque

Observation and stakeholder coordination indicate that those visiting and parking in Dubuque have a relatively low tolerance for walking from parking facilities to destinations, and walking can be uncomfortable in certain parts of the city. This is common in many communities, particularly in parts of the country that have grown accustomed to automobile reliance and abundant, available, and hyper-convenient parking. However, much of this deals with the perception of distance rather than reality (e.g., customers gladly walk across big box store parking lots but sometimes complain about having to walk similar distances in downtown environments).

In many cases, though, the urban environment discourages walking. Focus should be placed on creating an inviting, welcoming, and comfortable walking environment and experience throughout Dubuque to ensure parking facilities are used efficiently. This includes ensuring that sidewalks, green space areas, and walking routes are well-marked, visually appealing, well-maintained, well-lit, and have visible and comfortable places to cross at intersections. As stated, walking tolerance is, in many ways, a factor of cultural norms, market reality, and weather. Walking tolerance is likely to increase as facilities are managed in a more coordinated manner and the walking experience is enhanced.

Downtown Dubuque has nearly 3,000 public off-street ramp spaces, over 1,500 public surface lot spaces (along with thousands of on-street parking spaces). These figures do not include the estimated thousands (1,000s) of mostly surface lot parking spaces serving private downtown businesses and owners. This plan regards an acceptable walking distance in downtown Dubuque to an off-street parking ramp or lot is up to three (3) city blocks.

Strategic Goals

The following are the Division’s goals for the parking system over the planning horizon of the next five years:

- **ESTABLISH A STABLE AND EFFICIENT PARKING PROGRAM** with strong leadership, diverse internal staff and expertise, and consistent coordination with other city entities and stakeholders.



- **ADOPT POLICIES, OPERATIONS, AND MANAGEMENT BEST PRACTICES** that maximize parking facility use efficiency. Provide and manage parking that supports and enhances, but does not detract from, downtown Dubuque’s vitality and economic development. Strive for on-street parking facilities that are consistently 60 – 80% utilized and off-street facilities that are consistently 70 – 90% utilized. Do not build new parking facilities unless necessary and seek to redevelop underperforming parking facilities to add density, amenities, and activity downtown. Seek and facilitate shared parking relationships between the public and private sector, as well as between private sector entities.



- **ESTABLISH AND MAINTAIN A FISCALLY RESPONSIBLE PROGRAM** that works to reduce labor expenses where possible, covers operating expenses through direct user fees (rather than public taxpayer subsidy), accounts for debt service while maintaining physical assets in good working order, and maintains ongoing reserve funds.



- **ESTABLISH AND MAINTAIN A HIGH DEGREE OF CUSTOMER AND STAKEHOLDER COMMUNICATION, ENGAGEMENT, TRANSPARENCY, AND SERVICE** (including with internal city staff and stakeholders within city leadership) while providing and managing safe and reliable parking and mobility options for the diverse range of residents, employees, and visitors in downtown Dubuque. This includes engaging with private entities downtown. For many, parking is the first and last experience when visiting a place like downtown Dubuque.



- **EMBRACE INNOVATION, TECHNOLOGY, AND BEST PRACTICES AND REDUCE PHYSICAL EQUIPMENT AND HARDWARE** in favor of approaches that have equipment requiring monitoring and maintenance while maintaining customer options and functionality. Strive for simplicity in rules and regulations and leverage technology and resources to enhance the user experience.



- **LEVERAGE TECHNOLOGY AND RESOURCES TO COLLECT DATA, MONITOR KEY PERFORMANCE INDICATORS, AND ADOPT A DATA-DRIVEN WORKFLOW** where performance is evaluated, operations and management decisions are made objectively, where parking resources are used to their maximum efficiency, and where operations and management processes are flexible to changing land use, parking/transportation dynamics, consumer habits, and other factors.





Parking System Recommendations

02



Critical Parking System Focus Areas: Strategic Recommendations

The following section evaluates the current parking system, including identified needs, issues, opportunities, and recommended action items. This section and the subsequent Implementation Action Plan are organized according to the identified parking system workflows:

-  Organization, Stewardship, Finances, & Stakeholder Engagement
-  Equipment & Technology
-  Policy, Parking Operations, & Management
-  System Communications, Information, & Wayfinding

The recommendations included herein represent a **significant overhaul** of the City of Dubuque’s parking system, building on existing assets. This transformation will take several years to implement and requires *dedicated staff time and financial resources, partnership with internal and external stakeholders*, and *commitment from all city governance and leadership levels*.

The phased Implementation Action Plan follows this section. It displays all recommended action items, including recommended priority/phasing and estimated cost and impact.



Organization, Stewardship, Finances, and Stakeholder Engagement

This category involves creating the proper organizational and financial structure and culture to operate and manage a parking system. It also involves being a good steward of parking assets, engaging with stakeholders and the public on parking matters, and ensuring internal processes, personnel, and resources are in place to properly manage on-street and off-street parking facilities, implement changes, and provide strategic direction.

CURRENT CONDITIONS EVALUATION

Managing a parking system requires consistent technological upgrades, asset maintenance, and capital expenditures. Parking managers must be able to respond to changing consumer parking demands and technological evolutions while simultaneously planning for the system’s long-term sustainability.

With significant physical assets to operate and maintain, both currently and pre-pandemic, the parking system has not been fully user-funded. To balance its budget, the system has been receiving over \$2 million annually in taxpayer-funded subsidies from other city sources. Parking system revenue has recovered to ~85% of pre-pandemic levels. The Parking Division has controlled expenses but has deferred maintenance on the parking ramps. Maintenance and improvement expenses must be incurred in the ramps now and continuously to keep them in good working order.

Dubuque is not the only small- to medium-sized city with this type of funding imbalance. Market realities indicate some level of subsidization may continue to be required outside of parking and transportation customer revenue (i.e., under current demand levels, parking rates would need to be at untenable levels inconsistent with market realities to generate enough user revenue to support the system); policies and rates need to be continuously revisited to ensure the Department is doing all it can to push itself toward fiscal health.



Current Conditions Evaluation Summary

- Dubuque’s parking system is not fully-user funded, relying on some form of taxpayer subsidy.
- Fiscal health of the Parking Division will be a priority moving forward as the system undergoes a transformation. Emphasis on protocols, process, and transparency will be paramount.

- Recommended Strategies:**
- A1: Parking Mission Statement
 - A2: Staff Training
 - A3: Staff Coordination, Monitoring, and Adjustment
 - A4: Semiannual Newsletter and Annual Report
 - A5: Ramp Conditions Assessments and Ongoing Maintenance
 - A6: Plan Adoption and Strategic Planning
 - A7: Stakeholder Engagement
 - A8: Key Performance Indicators and Data-Driven Parking Management



CRITICAL ACTION ITEMS:

- 1. Develop, adopt, and promulgate a parking mission statement that articulates the core values and guiding principles of the City of Dubuque public parking system.
- 2. Garner support across all city departments.

CRITICAL ACTION ITEMS:

- 1. Depending on the vendor(s) selected for the upgraded parking access and revenue control system (PARCS) and new on-street pay station and backend permit and citation management systems, connect appropriate city staff with technology vendor support staff and resources.
- 2. Leverage in-person training sessions (field and “back-office”) put on by vendors after the equipment is procured, installed/implemented.
- 3. Develop and implement appropriate staff training and development programs.

A1: PARKING MISSION STATEMENT

Critically important is creating a parking mission statement that frames goals and objectives and serves as a guidepost for ongoing work. Parking policies, duties, and programs should be consistent with the mission statement, which should be supported across all city agencies.

The mission statement should frame goals and objectives and serve as a guidepost for ongoing work. Parking policies, duties, and programs should be consistent with the mission statement, and the mission statement should be supported across all city departments. The inclusion of objectives like managing parking efficiently to promote customer service, quality of life, and economic development is recommended in the mission statement. This mission statement is central to public relations and communications campaigns for implementing parking plans, programs, and initiatives.

A2: STAFF TRAINING

Implementing the new on-street and off-street parking initiatives recommended herein will require specialized training in daily parking operations, equipment troubleshooting and maintenance, customer service, reporting, and data-driven parking management. Specialized training is available from vendors and through industry resources like the International Parking and Mobility Institute (IPMI) and the National Parking Association (NPA).



A3: STAFF COORDINATION, MONITORING, AND ADJUSTMENT

Close coordination with parking enforcement and operations staff will be critical over the coming months and years, particularly as the parking system undergoes the overhaul recommended in this plan and new programs, equipment, and initiatives are implemented. New equipment will likely enable staff efficiencies, and staff time may be redeployed elsewhere. Additionally, the latest technology and equipment will reduce the need to place staff emphasis on troubleshooting and maintenance and more on system operations, calibration, refinement, and data collection and analysis.

A4: SEMIANNUAL NEWSLETTER AND ANNUAL REPORT

Transparency is critical to successful parking operations, as it cultivates goodwill, partnerships, understanding, and support among customers and stakeholders. Customers, stakeholders, and taxpayers value understanding why they pay for things like on-street parking, permits, and citations, why managed parking is important, where their money goes, and how the financial structure of the Parking Division works. Transparency should be a central part of the Parking Division’s approach and is listed as a core value in this plan. Customer engagement and reporting are prime ways of providing system transparency. Leverage organizations like Greater Dubuque Development to help with communications and promote transparency.

The semiannual newsletter should be a simple piece that provides updates and news on the downtown parking system. The annual report should cover more extensive news and updates, capital projects, customer and community impact, performance metrics that can be compared year-over-year, operations, parking system utilization, and overall financials (e.g., fund balance). It should emphasize transparency, customer service, customer options, and a goal of customer compliance with parking rules and regulations over punitive enforcement measures.



CRITICAL ACTION ITEMS:

- 1. Closely monitor, manage, and train staff as appropriate.
- 2. Adjust staff protocols, procedures, and roles and responsibilities based on parking system data, needs, and customer engagement.
- 3. Empower staff to implement a soft launch of on-street parking enforcement after new technology and initiatives like rates with grace periods, warnings, and frequent and widespread communications.

CRITICAL ACTION ITEMS:

- 1. Develop a template for a semiannual newsletter and an annual report highlighting key performance indicators.
- 2. Implement a practice of issuing semiannual newsletters and an annual report starting in Year 2, providing transparency about system operations, changes, use, and budget.



CRITICAL ACTION ITEMS:

- 1. Based on the results of recent ramp condition assessments performed in 2023, establish and document a clear plan for the cadence of future condition assessments in the years to come.
- 2. Document the capital repair and ongoing maintenance plan for the coming years, including action items, dates, and projected costs.
- 3. Leverage operating revenue to cover ongoing routine maintenance work.
- 4. To the extent possible, work to build up and utilize a reserve fund to pay for more extensive capital repairs identified as needed.
- 5. Work with city leadership to allocate necessary funds for capital repairs, where required.

CRITICAL ACTION ITEMS:

- 1. Adopt and begin immediate implementation of the City of Dubuque Smart Parking Plan included herein.
- 2. Implement a culture of strategic planning and stakeholder engagement, along with plan implementation and performance evaluation.
- 3. Allocate internal staff time and funds during budgeting to update this Strategic Plan and other plan documents regularly.

A5: RAMP CONDITIONS ASSESSMENTS AND ONGOING MAINTENANCE

Regular condition assessments of parking ramps are critical to identifying issues before they worsen, developing a plan for addressing identified concerns, and keeping up with ongoing maintenance. They also help with planning and budgeting. For the continued health of the system’s facilities, the City of Dubuque should conduct regular condition assessments in all of its public parking ramps, budget for ongoing repairs, and execute identified repairs in conjunction with ongoing maintenance in the years to come.

A6: PLAN ADOPTION AND STRATEGIC PLANNING

An initial step in this transformation process is for the City of Dubuque to adopt this strategic plan. From there, a culture of strategic plan should be implemented. The Parking Division’s needs, opportunities, and priorities will change as the City of Dubuque evolves with additional investment and development and external forces (e.g., work/office habits, parking, and mobility technologies) shift. As such, the Parking Division should regularly update this Strategic Plan, recommended at least every five (5) years.

A7: STAKEHOLDER ENGAGEMENT

Stakeholder engagement is critical across the entire project life cycle of new programs and initiatives, from ideation to refinement to implementation. Stakeholders should be engaged early and often throughout this life cycle, and their ideas and input should help guide and improve project outcomes. Stakeholder engagement builds goodwill and support when new programs and initiatives are rolled out. And despite the best intentions, thorough preparation, and thoughtful planning, problems will arise once new technology or programs are implemented. Having strong engagement with stakeholders allows parking programs to react and adjust accordingly.

Conduct regular outreach to business owners, developers, residents, and community groups. Conduct specific engagement to those organizations who represent a bulk of downtown parking system users. Ensure underrepresented groups are meaningfully engaged. Leverage organizations like Greater Dubuque Development to assist with stakeholder engagement and communications, particularly related to the implementation of policy and program adjustments, and the adoption of new technology.



CRITICAL ACTION ITEMS:

- 1. Identify stakeholders and build partnerships through community and stakeholder engagement, speaking at existing community stakeholder meetings, and providing information about parking system news, programs, and initiatives.
- 2. Leverage stakeholder partnerships to assist with program development and refinement, branding and communications, and roll-out.
- 3. Emphasize the parking system and the Parking Division’s role as an ally in supporting the long-term vitality of downtown Dubuque.
- 4. Thank parking customers and provide avenues for customers to provide feedback on parking system performance and potential improvements.
- 5. Incorporate customer feedback into system performance evaluation and annual reporting.



CRITICAL ACTION ITEMS:

- 1. Strategically evaluate operations to identify questions or issues where data could provide value and insight on the most relevant items to parking in Dubuque. This plan recommends emphasizing KPIs related to facility use efficiency and revenue.
- 2. Identify a specific question or set of questions to focus on. These questions should be formed to provide desired insights to city leaders and stakeholders and establish system transparency.
- 3. Establish the KPIs to answer the identified question(s) and the associated data necessary.
- 4. Leverage technology vendors and internal staff to collect, analyze, and report on key performance indicators. Work to integrate data streams across different facilities and platforms where possible.
- 5. Evaluate on-street and off-street KPIs semi-annually to identify the need for metered parking rate changes, changes to parking enforcement hours, and/or changes to on-street metered parking footprint.
- 6. Integrate KPIs into regular system performance reporting to stakeholders and the public and into the Parking Division’s decision-making process to ensure data is used to improve system performance and customer service.

A8: KEY PERFORMANCE INDICATORS AND DATA-DRIVEN PARKING MANAGEMENT

The parking industry has rapidly evolved as the ability to collect and analyze data has improved. Parking payment, access control, enforcement, and other systems Access control and revenue systems have advanced to the point where operators can access real-time and historical data about a facility or system utilization. Cloud-based computing and artificial intelligence give operators more insights and control over their operations than in the past. Data gives operators and owners better insight into parkers’ habits, enabling them to predict and plan for parking needs and adapt. Better data means a more efficient parking system, which in turn helps increase use efficiency, revenue, and customer satisfaction.

The benefits of a data-driven approach are numerous, including:

- Provides clear metrics (key performance indicators) that serve as markers for making modifications or implementing new policies or practices; Enables comparison with historical conditions to identify trends and changes;
- Aligns parking management with real-world conditions and user behavior, thereby providing a more customized approach and a higher level of service;
- Enables flexibility in parking management as conditions change and evolve and
- Improves operational transparency and support with the public as decisions are based on objectivity and a clear framework for justification.

The City of Dubuque should leverage available technology and data streams to adopt data-driven parking management, a central emphasis in its strategic planning and daily operations, permeating all aspects of downtown parking operations and management. This includes the adoption of parking system key performance indicators (KPIs). Important KPIs include the following:

- On-street parking (overall, by meter rate/time limit, by downtown parking zone)
 - o Revenue: daily, monthly, annually
 - o Revenue per space
 - o Parking sessions/transactions: overall, by meter, by app vs. coin vs. credit card
 - o Parked hours: overall, by meter, by app vs. coin vs. credit card

- o Parked hours per space
- o Parking utilization/occupancy (observed and/or calculated via manual or technology-based methods)
- o Parking length of stay (duration) and turnover
- o Parking occupancy – average, time of day, day of week, by block face, by zone
- o Total expenses
- o Expenses per space
- o Expenses per employee
- o Expenses by type: hardware, software, enforcement
- o Compliance and violation rates
- o Citations issued by type
- o Citations collected overall, by route, by space/area
- o Trends year-over-year
- Off-street parking (overall and by facility)
 - o Overall occupancy and occupancy by user type
 - o Revenue: daily, monthly, annually, by facility, by monthly lease type
 - o Revenue per space
 - o Leases sold
 - o Monthly lease parker behavior
 - o Tickets by rate band
 - o Revenue by rate band
 - o Cars parked
 - o Expenses by facility, space, and overall
 - o Expenses by type: personnel, repair & maintenance, utilities, supplies, cleaning
 - o Revenue growth vs. expense growth
 - o Trends year-over-year

KPIs should be monitored regularly (i.e., at least monthly) in accordance with progress against the system’s operating budget and in accordance with rates, operational policies, and practices. KPIs should be leveraged to make necessary adjustments and pursue specific strategic initiatives.





Current
Conditions
Evaluation
Summary

- Current technology is functionally obsolete. Upgrades are in process at the time of this plan's writing.
- Upgraded technology will help to improve customer service, use efficiency, and enable a data-driven approach to parking management.

Recommended Strategies:

- B1: Ramp Parking Access and Revenue Control System (PARCS)
- B2: Operational Approach to On-Street and Surface Lot Parking
- B3: Mobile Payment Application
- B4: Single Space Meter Modification
- B5: Parking Navigation App

Equipment and Technology

This category involves user-facing and operating-facing equipment and technology to achieve the necessary parking system functions, such as payment collection, enforcement, access control, permitting, credentialing, and customer service. The recommendations in this section are required to support the policy and operations modifications provided later in this plan.

CURRENT CONDITIONS EVALUATION

Technology is central to the operations and user experience of modern parking systems. System review indicates the on-street and off-street parking systems in Dubuque rely on outdated and functionally obsolete equipment for payment collection and access control, leading to internal and external challenges.

Current payment collection relies on different vendors' patchwork of meters and equipment. Some on-street meters do not accept credit cards, while others are slow or have trouble reading cards. Customers report challenges with mobile payment technology, which does not integrate across all parking facilities. Off-street ramp entry and exit lane equipment are confusing and unreliable, leading to delays, customer frustration, and frequent maintenance required by the city.

Current technology is a detriment to customer access and experience and leads to more significant expenses and lost revenue on the part of the city. With no use data provided by current equipment, the city is severely limited in how it can operate public parking facilities. The city cannot monitor and efficiently manage parking facilities and make educated, data-based operations decisions. Currently, the city is unable to understand at any given time the mix of transient (hourly and daily public parking) versus permitted parkers in a given parking ramp facility; without this information, the city is unable to manage ramp facilities appropriately, including being able to oversell parking permits while still maintaining access for all who wish to park on a given day.

The need to update on-street and off-street parking payment, access control, and enforcement equipment has been a known issue in recent years and is a core focus of this planning effort. Updating parking equipment is essential to enable the city to implement many of the recommendations herein, increase the use efficiency of facilities, promote access, and generate additional revenue.



B1: RAMP PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)

The city is undergoing an upgrade to the current gated PARCS at its downtown parking ramps, with installation slated to be completed in 2025. Once the equipment provider is under contract, the Parking Division should work to communicate the benefits of changes to appropriate stakeholders and provide resources and training about how the new system works. The associated signage upgrades should be installed and ready before the equipment is operational. Once the new system "goes live," Parking Division staff should be on-site to work with parkers during busy ingress and egress periods.



CRITICAL ACTION ITEMS:

1. Conduct staff training on new PARCS features, maintenance, troubleshooting, and reporting details.
2. Establish working relationships with PARCS vendor contacts.
3. Develop and disseminate educational materials on new PARCS equipment.
4. Provide on-site staff presence during the transition period.
5. Leverage new PARCS to collect data to inform management decisions, provide customer service enhancements, and implement recommendations herein.



CRITICAL ACTION ITEMS

On-Street Parking

- 1. Undertake a process to receive proposals/bids, procure, and install/implement new multi-space meters in the on-street metered parking areas in downtown Dubuque, in addition to mobile license plate recognition (LPR) units, an upgraded citation management system (CMS), and a virtual permit management system (VPMS).
- 2. Transition to on-street metered parking to pay-by-plate parking with multi-space meter kiosks and enforced with mobile LPR with the following features:
 - a. Parkers pay at the pay station kiosk or mobile app, entering their license plate as a credential immediately after parking.
 - b. Multi-space meter pay station kiosks (approximately one for every 10 – 20 spaces, to be determined during the procurement and design process)—coin and credit card only.
 - c. Mobile payment capability integrated with QR code to pay and text-to-pay.

RIGHT:

Fleet vehicles equipped with mobile license plate recognition cameras for enforcement.

B2: OPERATIONAL APPROACH TO ON-STREET AND SURFACE LOT PARKING

Installation and operationalization of new technology will serve to extend the capabilities of parking staff, and improve customer service. This plan recommends transitioning to a pay-by-plate approach for on-street and surface lot parking operations, which will significantly reduce staff time needed to collect coins and repair aging single-space meters.

Note that as of Fall 2024, the city Parking Division is developing a request for proposals to update technology to enforce and collect payment in the city’s surface lots and on-street parking. Despite the recommended approach articulated herein, the city will welcome alternative approaches during the procurement process and may elect to pursue a different path than what is recommended by this plan, in conjunction with the City Council, if it is deemed appropriate and in the best interest of the city.



CRITICAL ACTION ITEMS

- 3. Transition residential permit parkers to virtual permits/ license plate as the credential, enforced with mobile LPR. Leverage current AIMS software to integrate with chosen vendor(s).
- 4. Implement appropriate signage, communications, and policy modifications to on-street parking, as detailed in this plan.
- 5. Ensure appropriate marketing and communications are conducted during all equipment and policy transitions.

Off-Street Parking

- 1. Procure multi-space meter kiosks for placement at paid public surface parking lots instead of single-space meters.
- 2. Transition surface lot parking permits to virtual permits/ license plate as the credential.
- 3. Implement appropriate signage, communications, and policy modifications to off-street parking, as detailed in this plan.
- 4. Ensure appropriate marketing and communications are conducted during all equipment and policy transitions.

RIGHT:

Example of paying using a multi-space meter.





CRITICAL ACTION ITEMS:

1. Determine if soliciting a new mobile parking payment application vendor can be via a “direct-select” or if a request for proposals (RFP) process is required.
2. If an RFP process is required, initiate it, including developing a technical specification that calls for a mobile payment provider that can integrate with the selected multi-space meter, citation management system, and PARCS provider(s).
3. If no RFP process is required, contact appropriate mobile payment providers to seek bids.
4. Negotiate features offered and contract, including convenience fee charged.

MOBILE APP

Signage should indicate how to pay, how to get the app, and which zone the parker is in.

B3: MOBILE PAYMENT APPLICATION

A new mobile parking payment application vendor contract is needed to provide, in conjunction with the parking system overhaul, one that can integrate with new multi-space meters, a citation management system, and upgraded PARCS. The city should undertake a process to update its mobile application vendor provider contract to ensure complete functionality.



B4: SINGLE SPACE METER MODIFICATION

The city must address the existing meter posts and heads as the on-street metered parking system transitions to pay-by-plate with multi-space meter kiosks (instead of the current single-space meters). This plan recommends that the city retain existing meter posts to affix stickers and signs on posts directing customers to pay using the mobile application or at multi-space meter kiosks. This strategy helps provide continuity with the current single-space meter approach, helps with the transition/learning curve period, and provides a means to continue with existing “meter hooding” practices since there will still be a physical element at each on-street space on which to place the meter hood.



CRITICAL ACTION ITEMS:

1. Work with internal city staff to determine the path forward for addressing all existing meter posts, either with the single-meter head or double-meter hood. Options include removing all or part of the meter heads, keeping the remaining meter head base, or placing a new fabricated sign/space marker at each space. In either case, signage should inform parkers how to pay.
2. Fabricate materials and signage as necessary, based on the decision on a path forward.
3. Initiate space modification work in conjunction with installing new multi-space meters. No single-space meters should be removed until multi-space meters are installed and active.
4. If desired, paint “T” marks on the street to delineate on-street parking spaces. However, this is not necessary in a pay-by-plate environment.

LEFTOVER METER POSTS

As pictured on the left, the City of Omaha retained leftover meter posts and a portion of the old single-space meter heads after it transitioned to multi-space meters. Stickers have been affixed to direct parkers to pay via the multi-space pay station or mobile application.





CRITICAL ACTION ITEMS:

- 1. Monitor existing parking utilization and availability.
- 2. Monitor technology and best practices in the parking industry.
- 3. Procure parking space availability technology and integrate it with existing city parking and access control equipment.
- 4. Leverage new technology to provide information to the parking public on all appropriate city mobile and web platforms.

DIGITAL OCCUPANCY TOOLS

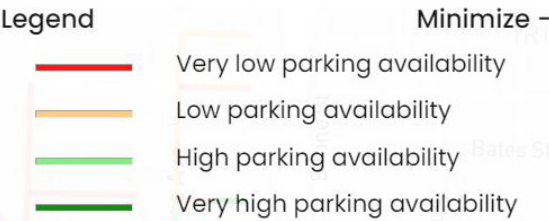
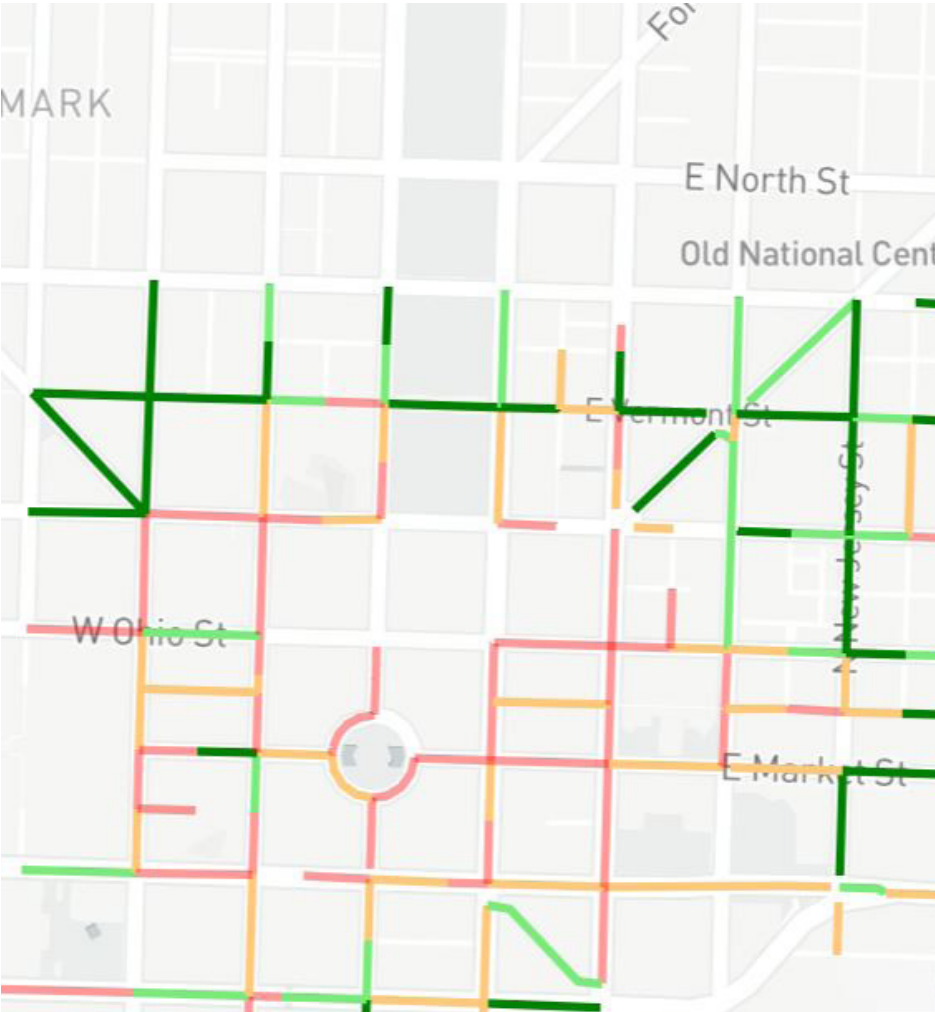
Help people plan where they will park before they even leave their homes. Cameras can be deployed to obtain and report parking availability statistics to both parking system users and administrators. The city should investigate the use of its existing camera network for parking information and curb space management purposes.

The image to the right shows parking occupancy in downtown Indianapolis.

Source: parknav.com

B5: PARKING NAVIGATION APP

Tools are available on the market to collect and distribute information to users about parking resources, rules, regulations, and availability. These tools leverage cameras, sensors, and artificial intelligence technology. This plan recommends the city seek opportunities to add this technology in the future as the need arises.



The above examples show camera-based infrastructure that can be leveraged to help monitor curb use and availability. The City of Dubuque should investigate the use of its existing camera system for parking information and curb use management purposes.



Current Conditions Evaluation Summary

- Downtown Dubuque parking facilities are underutilized, and modifying current internal policies and operational practices can help boost system efficiency and serve more users.
- Opportunities exist to right-size the city's parking inventory.

Recommended Strategies:

C1: Rate Change Criteria

C2: Off-Street Parking Ramp and Surface Lot Operations and Rate Changes

C3: On-Street Operations and Rate Changes

C4: Utilization of Downtown Parking Lots and Ramps

C5: Opportunities to Repurpose and/or Sell Underutilized Surface Parking Inventory

C6: Curb Management Best Practices

C7: Parking Ordinance Changes

Policy, Parking Operations, and Management

This category involves developing parking policies and managing and operating a sensible, efficient, and accommodating parking system. It involves employing the right mix of proactive policy, program, and infrastructure strategies to efficiently use parking resources and balance the needs of short—and long-term parking users.

CURRENT CONDITIONS EVALUATION

Right-sizing the parking supply and using it efficiently is central to good stewardship of resources, customer service, and system performance. Observation and data collection indicate most public off-street parking spaces (i.e., lots and ramps) in downtown Dubuque sit empty, even at periods of peak demand. Data collection indicated roughly 1/3 of all ramp spaces occupied at peak demand and approximately 1/4 of all surface lot spaces occupied at peak demand. However, parking lots and ramps can be operated efficiently at 80 - 90% occupancy with appropriate policy, technology, and operations management. Occupancies in this range indicate “right-sized” parking supply and efficient use of resources, while driving revenue and serving customers.

Dubuque stakeholders routinely cited the presence of abundant off-street parking supply in downtown Dubuque. However, some indicated that the parking supply was inaccessible due to the current city parking operations approach, discussed in more detail below. There are various reasons for this, including factors outside of the city’s control: overbuilding of parking supply by previous generations and depressed parking demand downtown due to changing work habits from commuters (e.g., work-from-home and hybrid work schedules, and changing peak traffic patterns). These forces are not unique to Dubuque, although the City of Dubuque is experiencing clear impacts.

There are also factors within the city’s control that contribute to underutilized facilities, including safety perceptions, the need for improved signage and wayfinding, antiquated parking access and revenue control equipment, and policies around parking space management, including the overemphasis on reserved assigned permit parking (rather than unreserved parking permits which grant access to a facility, but do not reserve a specific space for a particular permit holder).

Underutilized parking has various negative implications, including inefficient resource use and economic drain. Parking is expensive to build, operate, and maintain, and expenses in many areas are rising. Dubuque Parking Division’s

operating revenue currently covers about 60% of total operating expenses and debt service (not including capital expenses needed to remedy deferred maintenance). Historically, the Parking Division has received over \$2 million annually in taxpayer-funded subsidies to make up this gap.

Empty lots and ramps also pose real and perceived safety concerns. Vast expanses of parking increase heat island effects and impervious surfaces and create barriers to walkability and proper urban design, and parking facilities do not create direct value for the community. Moreover, too much parking only incentivizes more driving, further compounding the problem. Overbuilt parking directly impacts the community’s finances, safety, health, and well-being. It is in the best interest of the community and the city to have just the right amount of parking operated as efficiently as possible.

Opportunities exist to “right-size” parking by re-examining the overall parking supply relative to current and future needs and re-evaluating the efficient use of existing parking through smart technology, policy, and operations. Additionally, opportunities exist to identify and increase demand in parking facilities, thus generating more revenue; the city should look for opportunities to increase utilization of downtown parking assets, including additional downtown housing and employment, and use facilities for uses like event parking.





CRITICAL ACTION ITEMS:

1. Establish downtown parking zone boundaries for future rate adjustments.
2. Work with the City Manager and city legal team to identify and draft appropriate adjustments to the City of Dubuque Code of Ordinances to facilitate rate adjustments, including initial base rates, the minimum hourly rates, rate change criteria, and rate changes in \$0.25 increments.
3. Secure Council approval and formal ordinance update.

C1: RATE CHANGE CRITERIA

On-street and off-street parking rates are among the primary tools the city’s Parking Division uses to influence parking user behavior, manage and balance demand on parking system assets, and generate revenue to pay for operating and capital expenses.

Parking owners and operators need to be able to periodically adjust rates to account for rising costs, manage parking demand, and incentivize greater parking system use efficiency. Depending on city ordinances and policies, this typically involves pre-approving a three or five-year rate schedule via formal means (e.g., a City Council) or adjusting rates more dynamically in response to demand conditions based on pre-approved criteria within a pre-established range of rates. Dynamic rate changes are sometimes referred to as “performance-based parking pricing” and are preferred as they better respond to real-life conditions.

On-Street Parking

It is recommended that the city work with the City Manager and City Council to establish a long-term mechanism for modifying on-street time limits and rates and off-street permit policies and rates to ensure these remain in line with current needs and best practices. This will streamline the process of changing rates and policies in the future, increasing the likelihood that the system will remain responsive to evolving parking demand dynamics and economic conditions in Dubuque.

Section 9-14-321.667 of the City of Dubuque Code of Ordinances specifies all on-street metered parking time limits and rates. It is recommended that city staff work with city legal and leaders to revise Section 9-14-321.667 to authorize the City Manager to set on-street meter rates at their discretion in collaboration with city staff, within a pre-established range and according to pre-established criteria outlined in the code of ordinances (the City Manager currently is authorized by Section 9-14-321.662 to place new on-street metered parking, remove or modify existing on-street metered parking, and make changes to on-street meter time limits deemed necessary).

It is recommended that rates be reset annually according to parking occupancy data collected during an established peak period, collected simultaneously (e.g., the fall), and via the same means each year. The most accurate on-street data collection method is to count the number of parked cars on each block face hourly during parking enforcement hours over a week.



Initially, four distinct zones should be established in the downtown metered parking environment: one zone with 10-hour meters north of 12th Street, one zone around the Millwork District, one zone around Main Street from 9th Street south, and one zone around the rest of downtown. Parking zones may need to be adjusted later based on changing land use and parking demand dynamics.

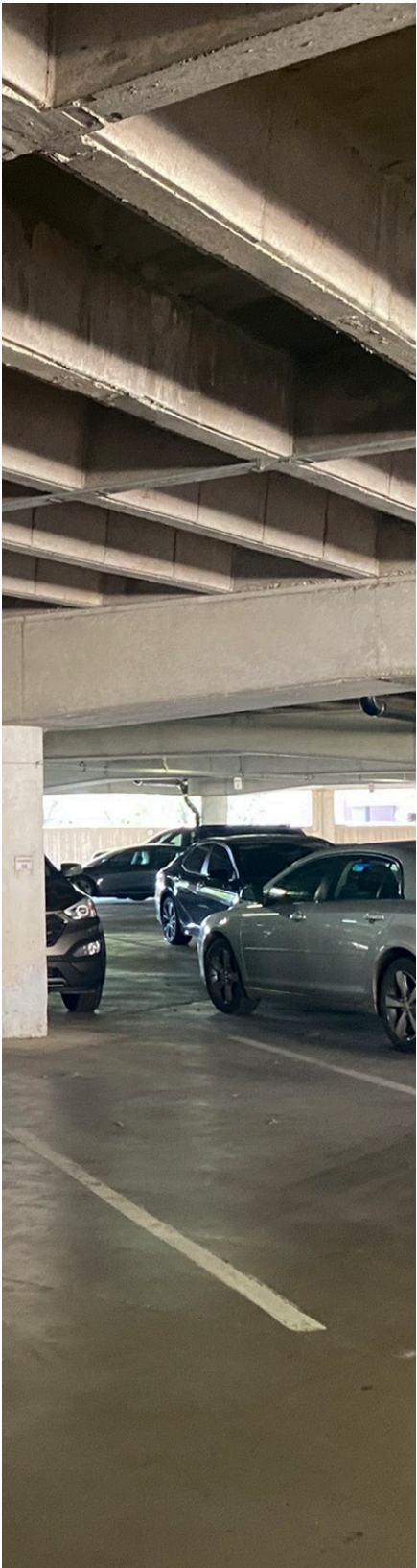
Minimum hourly rates should be set in accordance with the base rates recommended in this plan under item C3.1, and an increment of meter adjustment of \$0.25 should be established. Across all block faces in each zone, if the average recorded occupancy meets or exceeds 80% for three or more hours daily, then the hourly rate across that zone should be increased by \$0.25. At the same time, if the average recorded occupancy is at or below 30% for three or more hours daily, then the hourly rate across that zone should be decreased by \$0.25.

Adjust rates once per year within the approved range and per approved escalation, without Council approval and in conjunction with the annual parking report. Rates will change across all time limits in paid parking areas. Time limits stay the same. Regularly review data and opportunity to update rate and escalation schedule with City Council. More information on initial recommended changes to base time limits and meter rates is included below.

Off-Street Parking

Section 9-14-321.640 of the City of Dubuque Code of Ordinances authorizes the City Manager to “establish fees for parking of motor vehicles in the municipal parking ramps.” This plan recommends no changes to this ordinance; however, the Parking Division should work with the City Manager to maintain and update a three-year rate schedule for all off-street ramp and surface lot parking facilities based on formal rate studies conducted. As part of system performance evaluation, financial review should be done regularly. An external rate study should be performed every three years; this should be done in conjunction with the Parking Division updating its strategic plan, and annual reporting and updates to City Council.

The rate study should evaluate increases to parking ramp monthly lease rates based on forecasts of annual net operating income and anticipated capital repair and maintenance needs of the system, considering the need to maintain a desired minimum parking system fund balance. Parking facility utilization, permit sales, and permit/transient parker mix should be evaluated. The key performance indicators recommended in recommendation A8 should be examined. Off-street permit parking rate changes (and any





rate changes) should be made to maintain the desired fund balance while fully funding the operation’s needs. Changes to off-street rates should be examined in conjunction with their relationship to transient and on-street meter rates.



C2: OFF-STREET PARKING RAMP AND SURFACE LOT OPERATIONS AND RATE CHANGES

Policy and operations changes are recommended for the city’s parking ramps and surface lots to facilitate greater use efficiency and enhanced customer service at these facilities. The recommendations are described below.

Surface Parking Lot Policies and Rates

This plan recommends the following modifications to the city’s public surface parking lots:

- Remove single-space meters and reserved parking space signage and designations in all city surface parking lots.
- Operate all city surface parking lots as mixed permit / transient facilities where all parkers can park in any space as long as they are properly credentialed (i.e., with a valid permit) or have a current valid paid parking session.
- All permitted parkers will have virtual, license plate-based permits. In contrast, all transient parkers paying by the hour or the day will pay using a mobile application or a multi-space meter kiosk adjacent to the parking lot.
- The lots will be configured under a “pay-by-plate” approach, with transient parkers entering their license plate before providing payment. The lots will be enforced with city enforcement officers scanning plants with a mobile and handheld license plate recognition (LPR) device tied to the city’s virtual permit management system and citation management system (integrated with the mobile application and multi-space meter kiosk system). Surface lots will be enforced during the same hours as on-street parking enforcement.
- The figure at right includes the recommended operational approaches and rates of the city’s public surface lots. The city has adopted many of these rates as of Fall 2024. Surface lot revenue and use data should be monitored continuously and used to modify rates and policies as needed. Additionally, as the data warrants, and consistent with this plan, the city should seek opportunities to consolidate permit parkers to fewer lots, open up lots to transient parking, and shed unnecessary surface lots from the city’s inventory through sales or other measures.

CRITICAL ACTION ITEMS:

1. Implement a survey of existing permit holders to determine customers’ preferred ramp and permit choice.
2. Set an effective date for implementing new rates and policies. Communicating the date early and through all available communication means giving customers advance lead time to adjust.

RECOMMENDED SURFACE PARKING LOT RATES AND OPERATIONAL APPROACHES
(implemented over time, as data warrants)

	CURRENT RATES AND ENFORCEMENT TIMES		RECOMMENDED RATES			
PARKING FACILITY	MONTHLY RATES	TIMES	RESERVED MONTHLY PERMIT	UNRESERVED MONTHLY PERMIT	TRANSIENT HOURLY COST	TRANSIENT DAILY MAXIMUM
Federal Building Lot	Housing inspection vehicles and marked police vehicles	n/a	No change recommended	n/a	n/a	n/a
3rd and Main Lot	Metered parking only - free transient nights and Sundays	Meters enforced Mon-Sat 8am-5pm	Pending continued evaluation of parking use and revenue data, these lots are recommended for eventual conversion to transient-only parking facilities.	n/a	\$1.00	\$9.00
11th and Bluff Lot	Metered parking only - free transient nights and Sundays	Meters enforced Mon-Sat 8am-5pm		n/a	\$1.00	\$9.00
Washington Rowhouses Lot	\$47 reserved permit parking only	n/a	\$47 reserved permit parking only	No unreserved parking	No transient parking	No transient parking
Port of Dubuque Surface Parking Lot*	Free to public currently	Meters enforced Mon-Sat 6am-6pm	No reserved permit parking	Unreserved monthly permit, price TBD	\$1.00	\$9.00
3rd and Locust Lot	\$60 reserved permit, no unreserved permit, free transient nights and weekends except for reserved spaces	Meters enforced Mon-Sat 8am-5pm	\$60 reserved permit spaces. Specific spaces will be reserved due to development agreements.	No unreserved parking	\$1.00	\$9.00
12th and Central Lot (City Hall Lot)	\$42 reserved permit leased to city employees; limited metered parking, free nights and weekends	Meters enforced Mon-Sat 8am-5pm	\$42 reserved permit leased to city employees; limited metered parking, free nights and weekends	No unreserved parking	\$1.00	\$9.00
5th and Main Lot	\$57 reserved permit, no unreserved permit, free transient nights and weekends	Mon-Fri 6am-6pm and Meters Enforced Mon-Sat 8am-5pm	\$57 reserved permit, no unreserved permit, free transient nights and weekends	No unreserved parking	\$1.00	\$9.00
5th and Bluff Lot	\$52 reserved permit, no unreserved permit, free transient nights and weekends	Mon-Fri 6am-6pm	TBD based on data and evaluation	\$52.00	Free, but with 10-hour time limit and no overnight parking without permit	
12th and Bluff Lot	\$47 unreserved permit, free transient nights and weekends (6 pm-6am)	Mon-Fri 6am-6pm	No reserved permit parking is recommended in these facilities.	\$47.00	Free transient parking Monday-Friday 6pm-6am, free weekends	
9th and Bluff Lot	\$45 reserved permit, no unreserved permit, free transient nights and weekends	Mon-Fri 6am-6pm		\$45.00	\$0.50	\$6.00
4th and Central Lot	\$45 reserved permit, no unreserved permit, free transient nights and weekends	Mon-Fri 6am-6pm		\$45.00	\$0.50	\$6.00
9th and Elm Lot	\$50 unreserved permit, free transient nights and weekends	Mon-Fri 7:30-5pm		\$50.00	\$1.00	\$9.00
10th and Elm Lot**	\$57 unreserved permit, free transient nights and weekends	Mon-Fri 7:30-5pm		\$57.00	No transient parking	No transient parking
11th and Elm Lot	\$52 unreserved permit, free transient nights and weekends	Mon-Fri 7:30-5pm		\$52.00	\$1.00	\$9.00
12th and Elm Lot	\$47 unreserved permit, free transient nights and weekends	Mon-Fri 7:30-5pm		\$47.00	\$1.00	\$9.00

*Note a portion of the Port of Dubuque lot is being contemplated as gated permit parking only.
** This lot is scheduled for removal, per the City of Dubuque Millwork District Master Plan.



Parking Ramp Policies and Rates

This plan recommends the following modifications to the city’s public parking ramps:

- Adopt a policy limiting the sale of reserved/assigned parking to no more than 10% of parking spaces in each ramp, with 5% being the goal. Promoting unreserved permit parking increases parking efficiency, ultimately allowing the city to serve more customers.
- Aside from reserved/assigned and ADA spaces, no other signed spaces should exist in parking ramps.
- Reserved/assigned permits should grant access to reserved/assigned spaces only Monday – Friday during daytime business hours.
- Unreserved permit holders and transient parkers can park in any unmarked space on a first come, first served basis.
- Payment should be collected from transient parkers 24/7.
- Implement the first hour free for transients.
- Conduct an engagement process (including a formal survey) with current parking ramp permit holders to communicate parking ramp space assignment and rate changes and determine preference of parking ramp and permit type (i.e., reserved or unreserved) under the new model. Conduct a lottery if the demand for reserved parking permits exceeds the supply allocated in any parking ramps.
- Finalize the installation of a new parking access and revenue control system (PARCS) in all ramps (except the Port of Dubuque Ramp). Leverage new PARCS operations and reporting capabilities to collect data, enhance operations, and implement the recommendations.
- The figure at right includes the recommended operational approaches and rates of the city’s public parking ramps. The city has adopted many of these rates as of Fall 2024. The city should monitor data on a regular basis and adjust rates and operational tactics (related to permit types, space allocations, and transient parking) as needed.



RECOMMENDED PARKING RAMP RATES AND OPERATIONAL APPROACHES
(implemented over time, as data warrants)

PARKING FACILITY	CURRENT MONTHLY RATES	RESERVED MONTHLY PERMIT COST	UNRESERVED MONTHLY PERMIT COST	TRANSIENT - HOURLY COST	TRANSIENT - DAILY MAXIMUM
Locust Street Ramp	Reserved permits: \$70/\$65/\$53, no unreserved permits	\$105.00	\$70.00	\$1.00/hour; First hour free	\$10.00
Iowa Street Ramp	Reserved permits: \$65/\$53, no unreserved permits	\$105.00	\$70.00		
5th Street Ramp	No reserved permit, unreserved permit: \$57	\$75.00	\$57.00		
Five Flags Ramp	No reserved permit, unreserved permit: \$38	No reserved permit parking is recommended in these facilities.	\$38.00		
Central Avenue Ramp	No reserved permit, unreserved permit: \$57		\$57.00		
Intermodal Ramp	No reserved permit, unreserved permit: \$57		\$70.00		
Port of Dubuque Ramp	n/a (Free)	Free	Free	Free	Free





CRITICAL ACTION ITEMS:

- 1. Conduct thorough stakeholder engagement and communication throughout the update process.
- 2. Secure Council approval and formal ordinance update.
- 3. Coordinate with technology vendors as appropriate.
- 4. Ensure that system branding and signage are in place before the completion of system changes.

C3: ON-STREET OPERATIONS AND RATE CHANGES

This report’s Equipment and Technology section details the recommended transition of on-street metered parking in downtown Dubuque from single-space meters to multi-space pay stations using a pay-by-plate approach. In addition to this transition of equipment used for accepting payment and conducting enforcement in the on-street street environment, policy, and operations changes are recommended for the downtown on-street metered parking system to create simplicity and enhance the experience for the city as the operator and for the customer, create more consistency with peers and the market, and calibrate the metered parking footprint and rate structure to better respond to demand generators in downtown Dubuque.

Specific recommendations are included below.

C3.1: Modify Metered Parking Time Limits and Hourly Rates:

Launch modified on-street metered parking time limits and hourly rates in the new metered on-street parking system once multi-space meters and pay-by-plate parking are implemented. Parking in sessions longer than 3 hours in core areas should happen in off-street surface lots and ramps.

Specifics are as follows:

- Eliminate all 20-minute, 40-minute, 1-hour, 2-hour, and 4-hour limit meters and replace with 3-hour parking. The table on the right includes the recommended meter time limits and rates.
- In general, metered parking south of 12th Street should be 3-hour parking (except for specific block faces needing 10-hour access, to be evaluated on a case-by-case basis), and metered parking areas north of 12th Street should be 10-hour parking.
- Maintain 10-hour time limit meters in areas on the fringe and only in areas without off-street parking options. The 10-hour on-street parking in the lower downtown area, near the Central Avenue corridor, and in the Millwork District is inappropriate. Data suggests most people typically do not stay parked on the street for this length of time. Additionally, these on-street areas should be for higher turnover parking. Parkers who stay longer than 3 hours should park in abundant, available off-street surface lots and ramps.

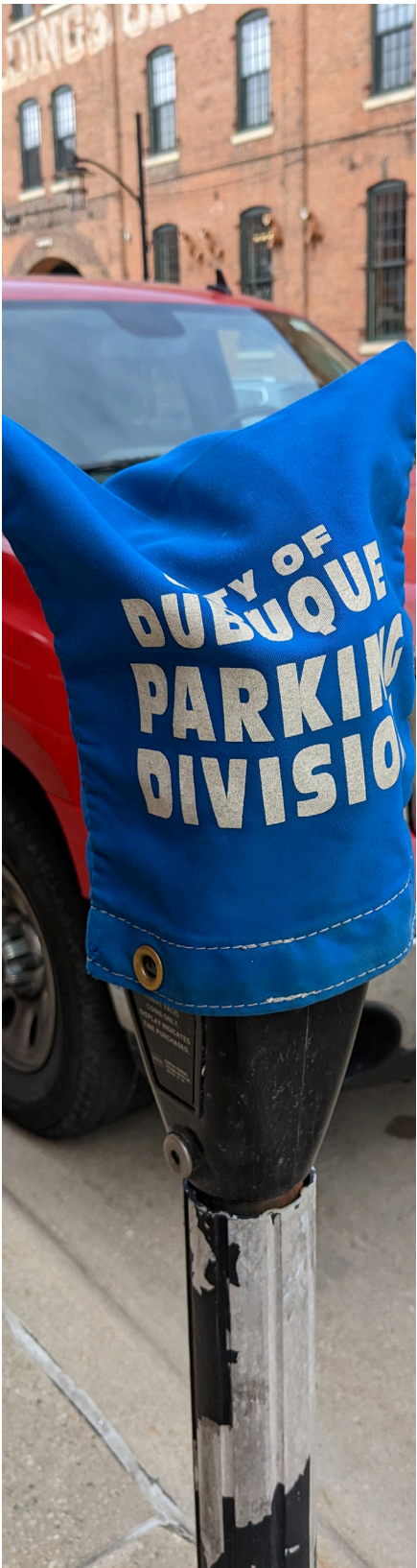


- Place 15-minute “pick-up/drop-off” spaces in the highest-demand areas where frequent turnover is desired. Moving forward, the city should adopt a policy whereby, short-term parking spaces can be placed on-street, with no more than two designated 15-minute spaces on each block face. All short-term spaces placed should be 15-minute spaces with signs that read “15-Minute Parking Enforced ...(cite on-street enforcement hours).” The city should prioritize replacing all current 15-minute parking signage with signage consistent with the recommendations herein.
 - o The city should collaborate with stakeholders about the appropriate placement of any new short-term spaces, but the city should ultimately decide on the placement location. The decision on placement should account for the specific context of adjacent businesses that most need short-term accommodations, as well as factors such as mid-block crosswalks, fire protection, and placement of ADA space(s). As downtown business tenancy turns over, the city should work with stakeholders to reevaluate the placement of short-term spaces.
 - o It is difficult for parking enforcement officers to enforce such a small increment of time; therefore, the City of Dubuque should invite businesses to self-monitor these spaces to supplement city parking enforcement. The city should provide contact information where companies can report observed time-limit violations.

RECOMMENDED BASE ON-STREET METER TIME LIMITS & RATES

METER TIME LIMIT	CURRENT HOURLY RATE	PROPOSED HOURLY RATE
20-minute	\$0.75/hour	Eliminate
40-minute	\$0.75/hour	Eliminate
1-hour meter	\$0.75/hour	Eliminate
2-hour meter	\$0.75/hour	Eliminate
3-hour meter	n/a	\$1.00/hour
4-hour meter	\$0.75/hour	Eliminate
10-hour meter	\$0.50/hour	\$0.50/hour





C3.2 Modify and Monitor the Metered Parking System Footprint:

Consider modifications to the on-street metered parking system footprint based on data collected from the first year of implementation of the new technology and policy approach recommended herein. Conduct regular review of on-street data to ensure metered parking is in appropriate areas where turnover is needed. Modify the on-street metered parking system footprint annually, as needed, in conjunction with rate changes.

The primary goal of paid on-street parking should be to incentivize turnover where demand is significant enough that other management tactics like on-street time limits (without paid parking) are ineffective. On an ongoing basis, the Parking Division should continue to monitor metered parking revenues (revenue per space) vs. expenses, paid parking sessions, citations, and occupancy levels to determine the most appropriate metered parking footprint. Continue to monitor on-street parking data, including occupancy data. Establish a process of semiannual reporting to the City Manager and City Council on the system status and anticipated needs and modifications.

Consider removing paid parking in areas where occupancies are routinely lower than 25 – 30%, prolonged parking stays are not a determinant to the area’s land uses, and relative revenue collection is low. Unmetered on-street parking areas should be marketed and promoted as free parking areas on city maps and communications.

The city should continue to look for opportunities to expand its current Residential Parking Permit District (RPPD) program throughout downtown as downtown evolves and the need arises.

C3.3: Modify Citation Fine Schedule:

Implement a revised citation fine schedule, as articulated in the table below (note that these fees were adopted as of July 1, 2024 and are the current adopted citation fees). They increase the cost of meter-related violations to match the industry standard of 15-20x the hourly cost of parking, increase the cost of violations related to blocking access or reducing the usability of on-street inventory, and significantly increase the cost of violations related to safety and accessibility to reflect the seriousness of offenses. Citation fees should be evaluated continuously to ensure they are consistent with market rates and have the intended impact in encouraging and promoting parking compliance.



Modifying the existing on-street enforcement hours of Monday through Saturday from 8 a.m. to 5 p.m. is not recommended at this time. This plan recommends the Parking Division monitor on-street parking occupancies beyond current on-street paid parking enforcement times. This includes conducting parking occupancy counts across downtown and the Millwork District on evenings and weekends. In locations and at times where occupancies consistently exceed 85% for several areas, consider extending on-street paid parking enforcement to cover those time bands. Areas to monitor include the lower downtown area and Millwork District. As a place like Millwork District sees consistently high occupancies on nights and weekends due to more businesses, residents, and visitors, implementing paid parking with enforcement during these times may be needed to incentivize turnover.

RECOMMENDED CITATION FEES
(adopted as the current rate schedule as of July 1, 2024)

CITATION TYPE	PREVIOUS FINE/FEE AMOUNT	PROPOSED FINE/FEE AMOUNT
Meter Violation	\$10.00	\$15.00
Private Lot Restriction	\$15.00	\$20.00
2-Hour Zone	\$15.00	\$20.00
Alternate Side Parking	\$15.00	\$20.00
Alley Parking Restricted	\$15.00	\$20.00
Prohibited Parking	\$15.00	\$30.00
Restricted Parking	\$15.00	\$30.00
Blocking Residence	\$15.00	\$30.00
Parking Wrong Direction	\$15.00	\$30.00
Not Within Metered Space	\$15.00	\$30.00
Street Storage	\$15.00	\$20.00
Fire Hydrant	\$50.00	\$50.00
Bus Stop/ Passenger Zone	\$15.00	\$30.00
Disabled Parking	\$200.00	\$200.00
Snow Route	\$30.00	\$50.00





CRITICAL ACTION ITEMS:

1. Establish partnerships with the DRA, Q Casino, and other special event parking demand drivers to implement resources like validations correctly.
2. Leverage new PARCS to push pre-paid advanced parking reservations through 3rd party vendors like SpotHero and ParkWhiz.
3. Implement event parking rates and procedures, including designating specific days and times when event rates will be in effect. Set PARCS accordingly.
4. Leverage PARCS to provide ramp facility utilization data to calibrate oversell ratios for each facility.

C4: USE OF DOWNTOWN PARKING LOTS AND RAMPS

The city should seek all opportunities to increase utilization of off-street parking facilities, particularly the parking ramps. Opportunities may include:

- Leveraging data analytics to increase ramp permit oversell (as high as 25 – 30% oversell may be possible in some facilities),
- Establishing public-private partnerships,
- Establishing and requiring shared parking arrangements with existing city lots and new developments,
- Encouraging and incentivizing downtown density infill development on surface lots where possible,
- Offering overnight permits catered to residents,
- Partnering with hotels,
- Increasing the use of validations, and
- Promoting event parking.
 - o Event parking could include offering pre-paid advanced reservations in parking facilities and partnering with organizations like DRA and Q Casino to park events in downtown parking facilities and offering shuttle services to Chaplain Schmitt Island.
 - o The city should implement event parking rates in applicable facilities at appropriate times. Rates could vary from \$5 to \$20 or more depending on event size/demand and parking facility location relative to the event’s location. On-street meter rates and enforcement hours (extending further into the evening) may need to be modified to encourage the use of off-street lots and ramps during event periods.

Additionally, the branding, signage, communications, and physical ramp improvements (i.e. lighting, painting, and graphics) recommended herein should be pursued to increase the appeal and user experience of downtown parking ramps.



CRITICAL ACTION ITEMS:

1. Develop a prioritized list of candidate surface parking lots to be open for development.
2. Collaboration closely with community and economic development city staff.
3. Seek partnerships and develop and execute formal requests for proposals to develop surface parking lots, focusing on adding density, housing, activity, and vibrancy to downtown Dubuque.

C5: REPURPOSING AND SELLING UNDERUTILIZED SURFACE PARKING INVENTORY

Analysis indicates that from 2018 – 2023, the city averaged a net operating income of \$74,292.01 per year from all 18 surface parking lots. This is \$46.34 earned per space per year or \$0.11 per square foot per year of surface lot area (~1,600 spaces and ~650,000 sq ft). Analysis indicates about 25% utilization on aggregate in the surface parking lots, with ample space available in the ramps.

The city should monitor the use of surface parking lots and pursue formal opportunities to sell, lease, repurpose, and/or develop underperforming lots (candidates include 9th and Bluff Lot, 5th and Bluff Lot, Central and 12th Lot, 12th and Elm Lot, 9th and Elm Lot, and Locust and 3rd Lot). This could be a catalyst for incentivizing and encouraging more downtown infill development, which adds housing, increases the tax base, improves downtown safety and vitality, and ultimately brings more users into the downtown parking system.

Short of selling or leasing surface parking lots, repurposing them into uses like community gardens, farmers markets, food truck parks, outdoor dining and seating, and/or pop-up parks can add vibrancy and amenities to urban areas.





CRITICAL ACTION ITEMS:

- 1. Determine the goals and priorities around broader curb use beyond parking.
- 2. Align internal city personnel and resources around a collective vision for curb management.

C6: CURB MANAGEMENT BEST PRACTICES

Evaluate the integration of on-street, off-street, and curb management activities under a more coordinated and consolidated organizational structure within the Parking Division (potentially under a rebranded name). As an example, the Park Omaha Enterprise Fund sits within the City of Omaha Public Works Department and is structured such that on-street parking operations (and enforcement), off-street parking management, and curb management activities (right-of-way permitting, meter hooding, loading zones, etc.) are all consolidated within one organization. Oversight of the consolidated system is the responsibility of a Parking and Mobility Manager and Assistant Parking and Mobility Manager, with support from analysts, communications, operations, and other staff. The organization would oversee all planning, operations, policy, and management of parking and curb management resources. Cities like Omaha have consolidated mobility services like scooter and bike share under this entity.

Specific curb management strategies recommended for implementation include the following:

- 1. Conduct a comprehensive curb management study/plan
 - a. Collect current commercial loading/unloading behavior data, leveraging existing cameras and manual and/or camera/sensor-based data collection.
- 2. Integrate curb management and permitting with parking and transportation – cross-department coordination and staffing.
- 3. Educate fleet operators about proper commercial loading/unloading behavior (e.g., no double parking).
- 4. Leverage and advertise short-term pick-up/drop-off zones for food delivery/pick-up, quick access, Uber/Lyft, and commercial loading.
- 5. Develop a parklet plan.
- 6. Develop a governing framework around potential micromobility services.



CRITICAL ACTION ITEMS:

- 1. Work with the City Manager and City legal to identify and draft appropriate adjustments to the City of Dubuque Code of Ordinances to facilitate changes.
- 2. Secure Council approval and formal ordinance update.

C7: PARKING ORDINANCE CHANGES

In addition to the recommended ordinance changes noted previously, several other sections of the City of Dubuque Code of Ordinances must be modified to facilitate the on-street and off-street recommendations included herein.

This consists of the following:

- Section 9-4-321.636, modifying language about specific rates for overnight parking in ramps.
- Section 9-4-321.643 through Section 9-4-321.643, eliminating or modifying reference to particular surface parking lots allowing for metered parking and modifying language to allow for multi-space meters in surface parking lots (rather than single space meters placed at individual spaces), mobile applications, and non-coin payment methods in surface parking lots.
- Additionally, language should be modified to eliminate reference to metered and reserve/non-metered spaces within lots. Recommendations call for commingled transient (paying hourly/daily rates) and permit parkers within city surface parking lots with no distinction in the parking spaces for these two groups.
- Chapter 14, Division 3 Municipal Parking Lots and Division 4 Parking Meters, modifying current meter time restrictions and base hourly rates, modifying the existing municipal parking district, along with metered on-street parking without the need for specific space markings or designations, and allowing for various payment methods at all meters (whether on-street or in lots) beyond coin (i.e., Credit Card/EMV, coin, Google Pay/Apple Pay, mobile app payment), and allow for multi-space meters in-lieu of single-space meters.
- Additionally, the recommended transition to virtual permits will require the term “parking sticker” to be modified in Section 9-14-321.669.
- Section 9-14-321.672, modifying language about meter hooding as there will be no physical meters under the recommended multi-space meter environment. However, plans call for retaining the existing single space meter posts equipped with a fabricated “cap” or sign instead of the existing single space meter heads. Meter hoods can be placed on these elements to allow the existing meter hooding program to continue.
- As changes to the on-street metered parking footprint are made, Section 9-14-321.602 should be modified to account for updated meter time limits and locations of metered areas.



Current Conditions Evaluation Summary

- The parking system needs an overhaul of brand identity, wayfinding, and communications, with the goal of promoting simplicity, user experience, and compliance.

Recommended Strategies:

D1: Parking Brand Launch

D2: Ongoing Program Communications to Support System Changes

D3: Signage Inventory and Updates

D4: Ramp Aesthetic Improvements – Lighting, Painting, and Graphics

System Communications, Information, and Wayfinding

This category involves creating brand identity and trust among parking users, communicating parking availability, rules, and regulations thoughtfully, comprehensively, and consistently, and guiding users around the parking system and the city. The goal is to develop and operate a convenient and efficient parking system that supports the vibrancy and economic development of the City of Dubuque.

CURRENT CONDITIONS EVALUATION

Lack of information or clarity about where to park, how to pay, and rules and regulations can be a significant barrier to a well-functioning parking system. There is a clear need and opportunity in Dubuque to improve the user experience parking on-street and off-street related to providing information, helping with wayfinding, understanding rules and regulations, facilitating payment collection, and connecting customers to resources and destinations.

Dubuque stakeholders expressed the need for improved communication and wayfinding about short-term and long-term parking options, locations, and rules/regulations. Stakeholders indicated confusion about where they can park, inability to see or find parking resources, confusion about how to pay, the rules and regulations, and the like. System observation indicates multiple sign types, inconsistent messages, sizes, colors, and placements across the parking system, and a lack of a unified brand and message. This leads to user confusion, frustration, lower payment compliance, and parking facilities that are not used to their potential.

A clear, intuitive, consistent brand, communications, and marketing campaign is needed across the entire parking system to orient the system with the user in mind. This includes creating visual cues and guiding residents and visitors in locating parking. This includes physical signs, print, online media, and advertising. A consistently branded website and social media will help communicate the most up-to-date parking information to the public. There are also opportunities to integrate this information with existing city and tourist websites, social media, and publications. The goal should be to create clear brand recognition and trust among users.

Downtown Dubuque hosts a diverse mix of residents, large and small business owners and employees, shoppers, and visitors. Parking management must be attentive to the needs of all types of users, and policies and technology must be agile and flexible to accommodate these needs. Improved on-street and off-street parking technology, operational policies,

and enhanced communication and wayfinding are central to improving access and customer service. An equitable parking rate structure is a concern among stakeholders; affordable and convenient on-street and off-street options are a central focus of this plan.

A convenient and equitable parking and mobility system is central to vibrant economic development and quality of life in Downtown Dubuque; parking can and should play a central role in the economic and social vitality of downtown environments. Current parking operations are seen as an obstacle to residential growth and densification in downtown Dubuque; some stakeholders expressed challenges in securing necessary parking resources to support development activity. There is an opportunity for the parking and mobility system to be an important catalyst of economic development and community vitality in Dubuque through strategies like public-private partnerships, innovative technology, and efficient operational policies, incentivizing shared parking, and examining potential alternative uses for underutilized public surface parking lots.





CRITICAL ACTION ITEMS:

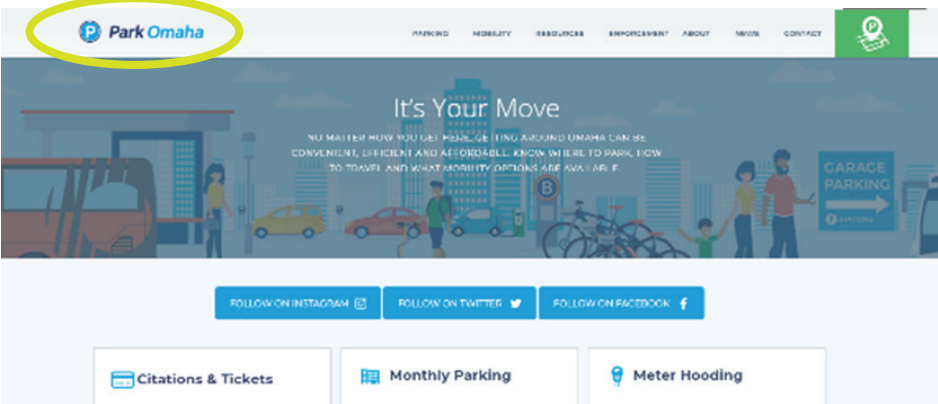
- 1. Seek final approval of updated brand, if necessary.
- 2. Develop and implement a plan for rolling out the new parking brand in conjunction with the system overhaul detailed herein, including print, digital, and video-based media introducing the new parking brand and educating users on parking system upgrades and functionality.
- 3. Leverage vendor partners to help with branding and messaging, where appropriate. For example, some multi-space meter pay station vendors can provide custom “wraps” on pay station kiosks, and mobile app payment vendors can provide custom stickers and signs to help communicate payment options.

UNIVERSAL BRANDING

Park Omaha uses a consistent brand across all physical signs and digital communication like their website and forms.

D1: PARKING BRAND LAUNCH

The new parking brand and logo should be finalized and launched (as of summer 2024, the city has active mock-ups of the updated parking, completed in-house) in conjunction with the technology upgrades and policy changes recommended herein. The brand should be integrated with all signage installed with equipment upgrades and all signage installed in the future. It will help create user recognition and trust and should be extended throughout all city signage and communications.



Park Omaha
City of Omaha Parking & Mobility

Validation Account Agreement

Requested By:	Today's Date:	
Garage Location where validation will be accepted:	Number of Validation Passes Requested:	
Dates validation will be used:	Time validation will be used:	
Company:	Street Address:	
City:	State:	Zip:
Email Address:	Phone Number:	



CRITICAL ACTION ITEMS:

- 1. Consider outsourcing certain communications and marketing activities to supplement the work of City staff as necessary.
- 2. Besides bolstering the website, the Parking Division should develop updated maps, marketing materials, and informational videos and leverage digital and print media marketing, ensuring brand identity and recognition permeate all physical and digital assets.
- 3. Time deployment of communications with PARCS upgrades, cosmetic upgrades to the ramps, new on-street rates and equipment implementation, and other system changes.

BRAND MESSAGING

As of Fall 2024, the city has developed a new logo and brand for its parking system, ParkDBQ. This brand should be promulgated through all marketing, communications, and signage improvements as this plan is implemented and new technology comes online. The ParkDBQ logo and examples of how the brand will be deployed are depicted to the left.

D2: ONGOING PROGRAM COMMUNICATIONS TO SUPPORT SYSTEM CHANGES

This strategy is closely linked with the parking brand. The city should leverage existing financial and staff resources (securing new resources where necessary) for ongoing Parking Division communications and marketing. Transparency, brand recognition, and a clear message are critical components of successful municipal parking systems, especially ones that are changing. The goal of this effort should be to communicate parking options for downtown visitors, businesses, residents, and employees and create transparency into how the Parking Division system works and what the parking system provides for the city and visitors.

The Parking Division should finalize ongoing stakeholder engagement, communications, and marketing plans to achieve desired outcomes over the next five years. This includes upgrading and refreshing the existing Parking Division website to include parking and transit information so individuals can review and compare their transportation and parking options.

PAY STATION DECAL



PAY STATION SIGN





CRITICAL ACTION ITEMS:

1. Seek final approval of updated brand, if necessary.
2. Develop and implement a plan for rolling out implementing signage upgrades, prioritizing the parking ramp facilities, and communicating modified on-street parking regulations.

D3: SIGNAGE INVENTORY AND UPDATES

Various signs and sign types are used throughout downtown Dubuque, including parking-related signage. Too many signs can add visual clutter to an area and confuse visitors. Signs should provide simplified information with consistent messaging.

The Parking Division should conduct an inventory of existing signs and develop a plan for upgrades consistent with broader City of Dubuque signage, wayfinding, and system transformation. It should address outdated and inconsistent signage, remove defunct business signs, and remove extraneous poles and supports.

The goal is to remove sign clutter and visual “noise.” Focus should be placed on simplification and enhancing customer understanding and wayfinding. The parking brand and wayfinding should be integrated with the broader downtown wayfinding program. Signage and wayfinding upgrades must be coordinated with other City departments. This can be done by incorporating the city logo and parking brand elements into each sign within the sign system. This same branding should be used throughout all signs, print, and digital materials that the City of Dubuque distributes related to its parking system. This creates brand recognition and trust among customers.

ON-STREET PARKING SIGN (LEFT)

This is a good example of on-street parking signage from Sarasota, FL (although we would recommend the removal of the “Enter License Plate For 10 min. Free” verbiage if this is not possible with the future multi-space meter vendor in Dubuque). Note that this practice requires the parker to enter their license plate immediately after parking. This is understandably inconvenient for some, and if parkers do not do this, they are subject to citation, as they would be registered as unpaid to the LPR/enforcement officer.

Source: Sarasotafl.gov

OFF-STREET PARKING SIGN (RIGHT)

Prominent, branded signage indicating parking facilities is recommended. Sign branding should correspond to branding all parking communications.

Source: Platteville.org



The primary objective of wayfinding signage is to assist in the navigation of different users, be recognizable, and provide a sense of shared identity and place through various environments.

Most wayfinding signs can be grouped into four types: identification, directional, informational, and regulatory signs. Leveraging the different types is critical to developing a unified and efficient sign system.



IDENTIFICATION SIGNS

Let you know that “you are here,” such as a gateway sign into a downtown



All new signage should address the following design elements: colors, fonts, messaging, identity, placement, consistency, and continuity. Below are examples of the different sign types. These examples embrace the recommended design elements and consist of unified branding.



INFORMATIONAL SIGNS

Provide you with additional information, such as a map with different destinations and businesses



DIRECTIONAL SIGNS

Tell you which way to go and are usually shown with arrows or distances/times



REGULATORY SIGNS

Tell you the rules and regulations of a place



CRITICAL ACTION ITEMS:

- 1. Seek necessary approvals and financial and staff resources.
- 2. Develop and implement a plan for rolling out implementing signage upgrades, and aesthetic upgrades in the parking ramp facilities.
- 3. Integrate this action item with communications, branding, and signage updates.

D4: RAMP SIGNAGE, WAYFINDING, AND AESTHETIC IMPROVEMENTS

Stakeholder coordination consistently indicates a reluctance to use ramp facilities and a preference for on-street parking. Enhancing lighting, wayfinding, and aesthetics in parking ramp facilities can significantly improve customer experience and satisfaction, enhancing use efficiency and revenue.

The Parking Division should finalize a plan for and pursue enhancements to the parking ramps and lots in the near term. Enhancements include improved lighting, paint, color, graphics, signage, and wayfinding elements that enhance the customer experience and drive system performance.

The images on the right depict examples of graphics and wayfinding enhancements that can be made to enhance customer comfort and experience.



EXAMPLES OF PARKING RAMP AESTHETIC IMPROVEMENTS





Implementation Action Plan

03



Parking System Recommendations

Below are all recommendations included in this Smart Parking Management Plan, categorized for ease of viewing.

**ORGANIZATION, STEWARDSHIP, FINANCES, AND STAKEHOLDER ENGAGEMENT**

A1	Parking Mission Statement	Develop , adopt, and promulgate a parking mission statement that articulates the core values and guiding principles of the City of Dubuque public parking system. Garner support across all city departments.
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A5	Ramp Conditions Assessments and Ongoing Maintenance	Conduct regular parking ramp conditions assessments.
A6	Plan Adoption and Strategic Planning	Update parking system strategic plan.
A7	Stakeholder Engagement	Engage with community stakeholders to assist with new programming, pilot testing, communications development, and with program roll-out.
A8	KPIs and Data-Driven Parking Management	Establish Key Performance Indicators and metrics to track them. Regularly evaluate KPIs and report to stakeholders.

**EQUIPMENT AND TECHNOLOGY**

B1	Ramp PARCS	"Go-live" with new gated PARCS.
B2	Operational Approach to Parking	Initiate public RFP process to procure multi-space meters, virtual permit management system, and citation management system.
B3	Mobile Payment Application	Roll-out new mobile app for on-street parking, and integrated with forthcoming new gated PARCS equipment.
B4	Single Space Meter Modification	Implement a process to keep meter posts, remove meter heads, and install a fabricated cap or placard with sticker directing user to pay on mobile app or at multi-space meter pay station.
B5	Parking Navigation App	Explore parking navigation app for implementation.

**POLICY, PARKING OPERATIONS, AND MANAGEMENT**

C1	Rate Change Criteria	Adoption of criteria and process for future parking rate changes.
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**SYSTEM COMMUNICATIONS, INFORMATION, AND WAYFINDING**

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D3	Signage Inventory and Updates	Conduct an inventory of existing signs and develop plan for upgrades consistent with new program.
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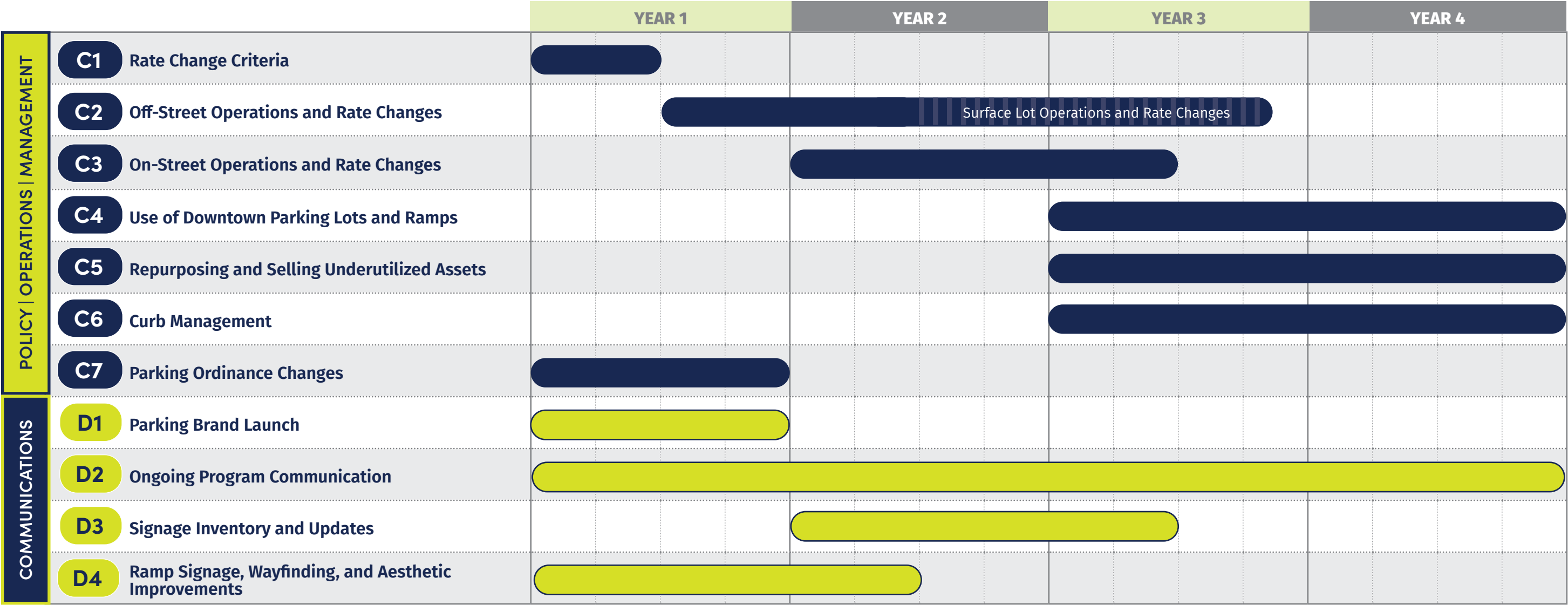
ParkDBQ Implementation Action Plan

Below are the parking system recommendations displayed in a recommended work plan format, including phasing and timing of implementation.

		YEAR 1	YEAR 2	YEAR 3	YEAR 4
ORGANIZATION ENGAGEMENT	A1 Parking Mission Statement				
	A2 Staff Training				
	A3 Staff Coordination, Monitoring, and Adjustment				
	A4 Semiannual Newsletter and Annual Report				
	A5 Ramp Conditions Assessments				
	A6 Plan Adoption and Strategic Planning				
	A7 Stakeholder Engagement				
	A8 KPIs and Data-Driven Parking Management				
EQUIPMENT TECHNOLOGY	B1 Ramp PARCS				
	B2 Operational Approach to Parking				
	B3 Mobile Payment Application				
	B4 Single Space Meter Modification				
	B5 Parking Navigation App				

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RIDE • PARK • WALK • ROLL

City of Dubuque Smart Parking Management Plan

October 7, 2024
City Council Work Session

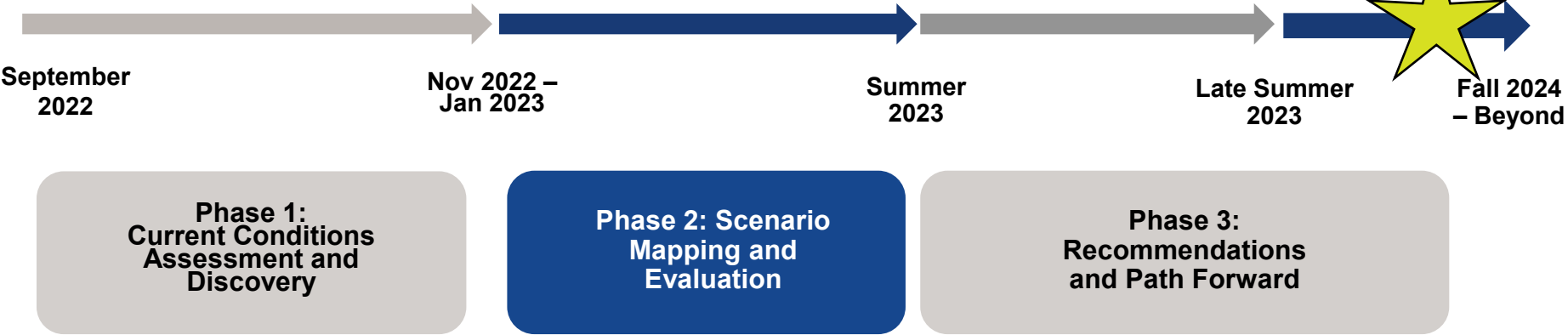
Agenda

1. Project Review and Status Update
2. Smart Parking Management Plan
3. Parking System Transformation
4. Closing



01 | Project Review and Status Update

Project Schedule and Process

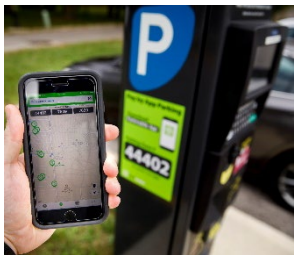


September 11, 2023 Council Work Session Recap

- Recommendations for parking system overhaul:
 - Equipment upgrades
 - Branding and communication
 - Policies and operations
 - Revenue outlook



On-Street Parking Theory of Operation

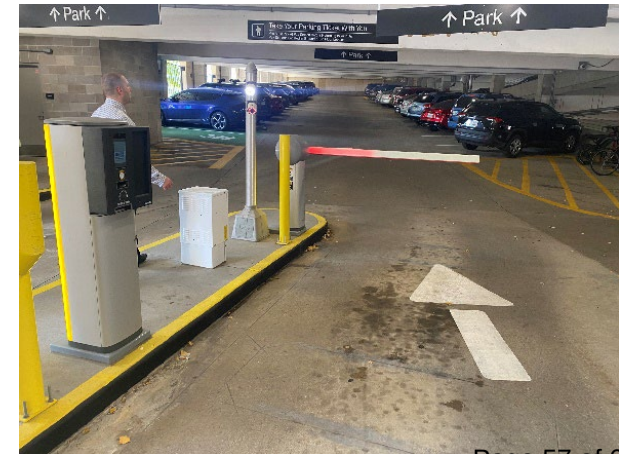


Surface Lots Theory of Operation



Source: Flowbird

Ramps Theory of Operation

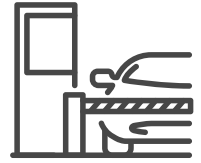


Recommended Parking Theory of Operation



ON-STREET PARKING

OFF-STREET PARKING



Surface Lots

Ramps

1. Multi-space meters (*take payment*)
2. Mobile license plate recognition (LPR) (*do enforcement*)
3. Virtual permit management system (*virtual license plate permits in-lieu of hangtags*)
4. Citation management system (*system source of truth*)

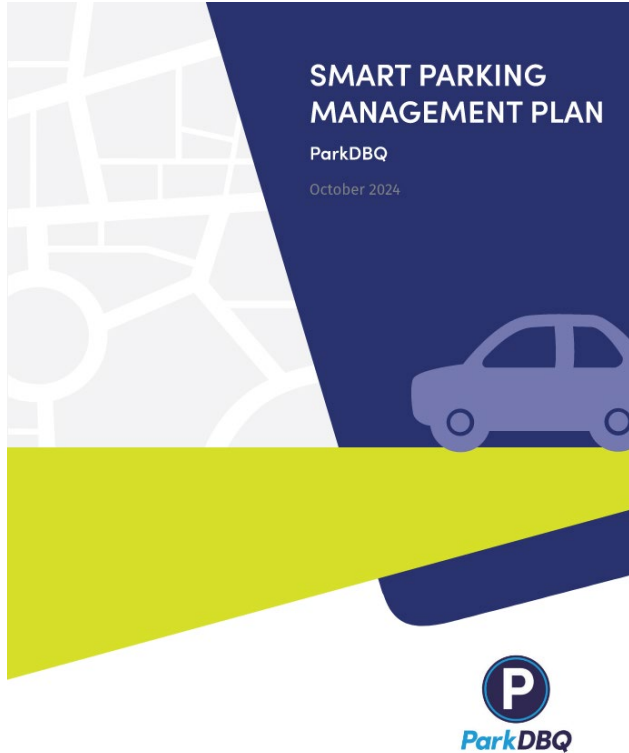
Gated Parking Access
and Revenue Control
System (PARCS) with
Fixed LPR



MOBILE PAYMENT APP (*same across entire system*)

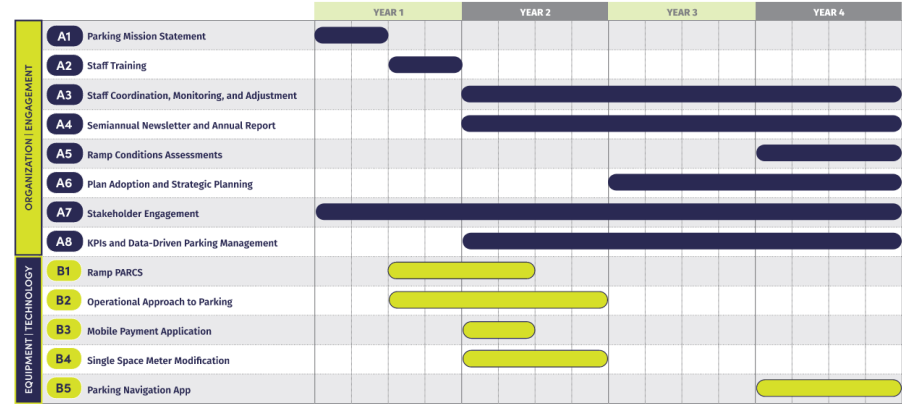
02 | Smart Parking Management Plan

Parking Division Guiding Framework and Work Plan



ParkDBQ Implementation Action Plan

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Implementation Action Plan: Strategic Directions

CITY OF DUBUQUE SMART PARKING MANAGEMENT PLAN

IMPLEMENTATION ACTION PLAN

Parking System Recommendations

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03 | Parking System Transformation

Recent and Ongoing Work



- Ramp conditions assessments
 - For all 7 ramps, complete summer 2024
 - Findings incorporated into capital budgeting
- Staff hiring and training
 - New equipment calls and visits/ reference checks
- Downtown business engagement





Organization, Stewardship, Finances, and Stakeholder Engagement



ORGANIZATION, STEWARDSHIP, FINANCES, AND STAKEHOLDER ENGAGEMENT

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What's to Come



1. ***Mission statement***
2. ***Training with new system roll-out***

1. ***Data collection and reporting***
2. ***Stakeholder engagement and adjustments***
3. ***Staff adjustments and resource allocations***

1. ***Ongoing conditions assessments***
2. ***Ongoing strategic planning***
3. ***Data-driven parking management, performance monitoring, and budgeting***



Policy, Parking Operations, and Management

Recent and Ongoing Work

- Ramp rates, Effective July 1, 2024

	Previous Rates		Current Rates	
Parking Facility	Reserved Permit Rate	Unreserved Permit Rate	Reserved Permit Rate	Unreserved Permit Rate
Parking Ramps				
Locust Street Ramp	\$70 / \$65 / \$53	N/A	\$70	N/A
Iowa Street Ramp	\$65 / \$53	N/A	\$70	N/A
5th Street Ramp	N/A	\$57	N/A	\$57
Five Flags Ramp	N/A	\$38	N/A	\$38
Central Avenue Ramp	N/A	\$57	N/A	\$57
Intermodal Ramp	N/A	\$57	N/A	\$70

**Rate change authority based on evaluation of facility use and system performance.*

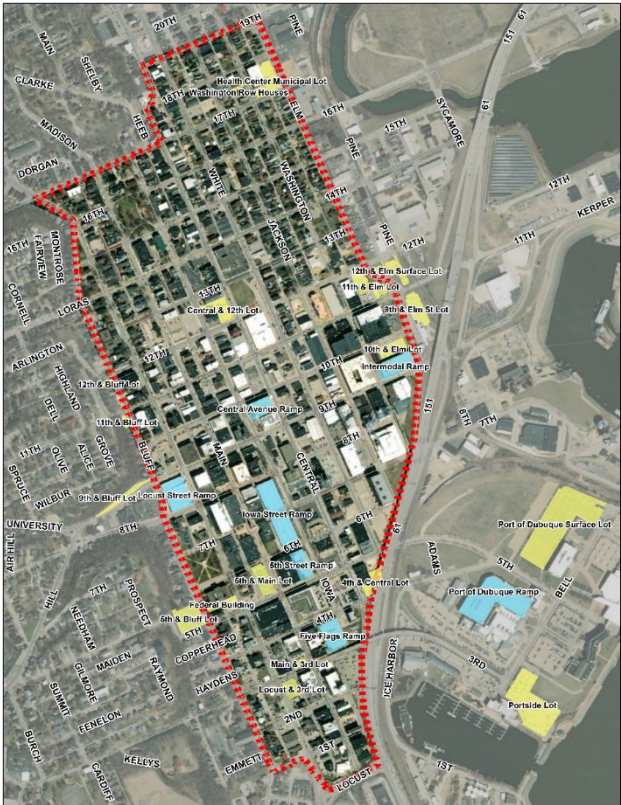


Recent and Ongoing Work

- Surface lot rates, Effective July 1, 2024

	Previous Rates		Current Rates	
Parking Facility	Reserved Permit Rate	Unreserved Permit Rate	Reserved Permit Rate	Unreserved Permit Rate
Surface Parking Lots				
9th & Bluff Lot	\$42	N/A	\$45	N/A
5th & Bluff Lot	\$47	N/A	\$52	N/A
12th & Bluff Lot	\$42	N/A	\$47	N/A
5th & Main Lot	\$52	N/A	\$57	N/A
4th & Central Lot	\$40	N/A	\$45	N/A
9th & Elm Lot	\$47	N/A	\$50	N/A
10th & Elm Lot	\$52	N/A	\$57	N/A
11th & Elm Lot	\$52	N/A	\$52	N/A
12th & Elm Lot	\$42	N/A	\$47	N/A
3rd & Locust Lot	\$52	N/A	\$60	N/A

**Future rate change authority based on evaluation of facility use and system performance.*



Recent and Ongoing Work



- Violation amounts, Effective July 1, 2024

Violations			
Violation	Description	Previous Rates	Current Rates
B	METER VIOLATION 9-14-321.665	\$10.00	\$15.00
A	COURTESY METER VIOLATION 9-14-321.665	\$0.00	\$0.00
E	ALTERNATE SIDE PARKING 9-14-321.627	\$15.00	\$20.00
C	PROHIBITED PARKING 9-14-321.600	\$15.00	\$30.00
D	PRIVATE LOT RESTRICTION 9-14-321.620	\$15.00	\$20.00
DD	PKD WRONG DIRECTION/SIDE ST.9-14-321.604	\$15.00	\$30.00
09SR	SNOW ROUTE VIOLATION 9-14-321.681	\$30.00	\$50.00
J	RESIDENTIAL PERMIT VIOL. 9-14-321.732	\$15.00	\$20.00
I	STREET STORAGE 9-14-321.762	\$15.00	\$20.00
H	RESTRICTED PARKING 9-14-321.600	\$15.00	\$30.00
R	BLOCKING ACCESS/RESIDENCE 9-14-321.600	\$15.00	\$30.00
G	NOT WITHIN METERED SPACE 9-14-321.664	\$15.00	\$30.00
2HR	2 HOUR ZONE 9-14-321.602	\$15.00	\$20.00
F	ALLEY PARKING RESTRICTED 9-14-321.618	\$15.00	\$20.00
N	BUS STOP / PASSENGER ZONE 9-14-321.605	\$15.00	\$30.00



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What's to Come



1. ***Adopt rate change criteria***
2. ***Ordinance changes to support system policy modifications***

1. ***Off-street operations changes (ramp and lot rates and regulations)***
2. ***On-street operations changes (meter footprint, time limits, and rates)***

1. ***Opportunities to maximize off-street parking use and revenue***
2. ***Repurpose underutilized surface lots***
3. ***Curb management***



Equipment and Technology

Recent and Ongoing Work



1. Ramp PARCS: **Amano McGann** – projected spring 2025 go-live
2. On-street and surface lot management: RFP for multi-space meters and mobile license plate recognition
3. Mobile app replacement

AMANO McGANN®



Recent and Ongoing Work

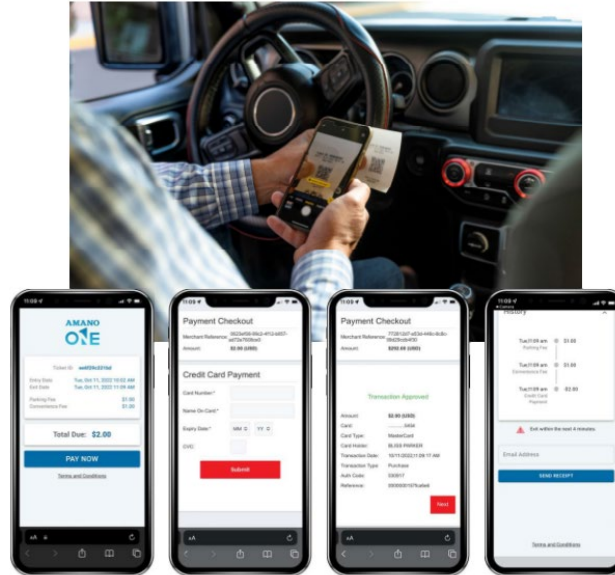


Amano McGann

Entry/Exit Station



Mobile Payments



Pay-On-Foot Station

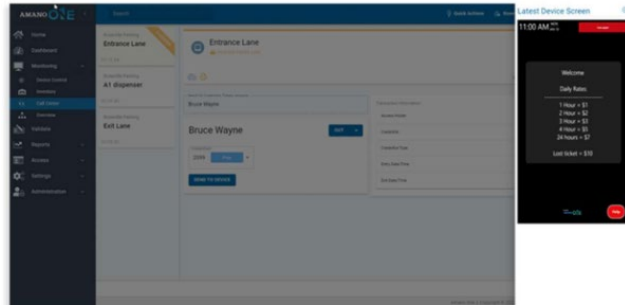
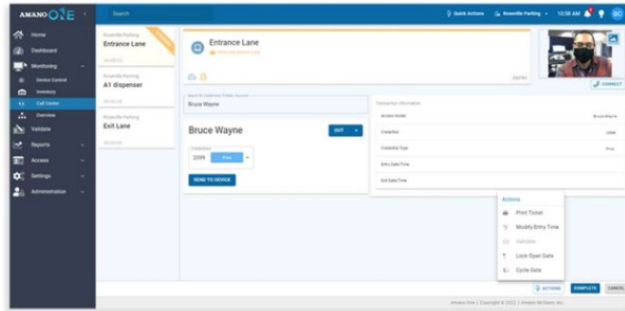


Recent and Ongoing Work

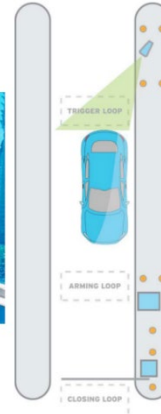


Amano McGann

Live Support



Fixed LPR



Reporting



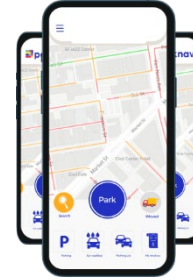
Alert	Status	Severity	Time	Assigned
Entrance Lane	Entrance Lane	High	10/10/2023 10:10 AM	Patricia
Entrance Lane	Entrance Lane	High	10/10/2023 10:10 AM	Patricia
Entrance Lane	Entrance Lane	High	10/10/2023 10:10 AM	Patricia
Entrance Lane	Entrance Lane	High	10/10/2023 10:10 AM	Patricia
Entrance Lane	Entrance Lane	High	10/10/2023 10:10 AM	Patricia



EQUIPMENT AND TECHNOLOGY

B1	Ramp PARCS	"Go-live" with new gated PARCS.
B2	Operational Approach to Parking	Initiate public RFP process to procure multi-space meters, virtual permit management system, and citation management system.
B3	Mobile Payment Application	Roll-out new mobile app for on-street parking, and integrated with forthcoming new gated PARCS equipment.
B4	Single Space Meter Modification	Implement a process to keep meter posts, remove meter heads, and install a fabricated cap or placard with sticker directing user to pay on mobile app or at multi-space meter pay station.
B5	Parking Navigation App	Explore parking navigation app for implementation.

What's to Come



1. ***PARCS go-live, planned for Q1 2025***

1. ***New pay stations, mobile application, and enforcement LPR, planned for Q2 2025***

1. ***Parking navigation and additional customer features***
2. ***Monitor and adjust***



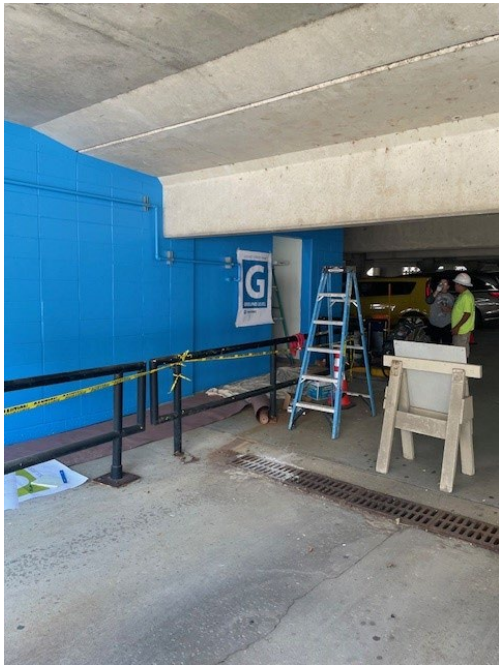
System Communications, Information, and Wayfinding

Recent and Ongoing Work

- Parking system rebrand

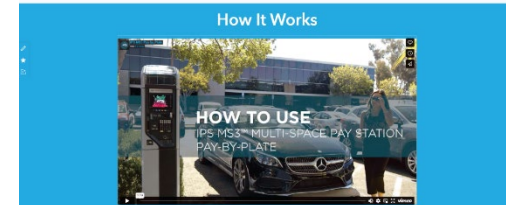
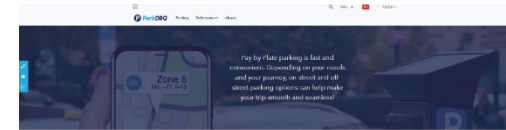


Recent and Ongoing Work



What's to Come

- Ramp improvements
- Signage upgrades
- Communication and marketing

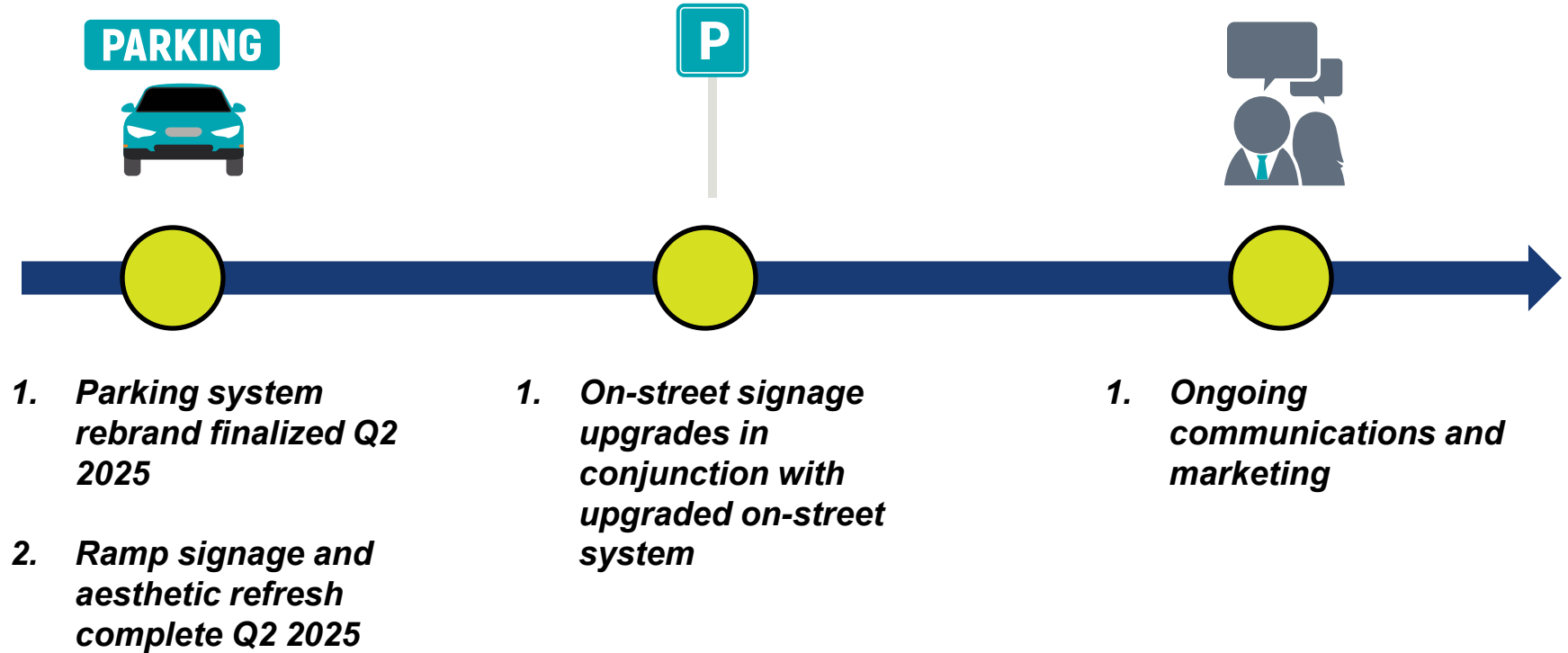




SYSTEM COMMUNICATIONS, INFORMATION, AND WAYFINDING

D1	Parking Brand Launch	Launch recognizable parking brand, communications, marketing, and branding campaign. Secure necessary physical materials like signs and stickers to support program changes.
D2	Ongoing Program Communication	Place ongoing focus on communications, marketing, and customer service. Adjust approach as needed after deployment.
D3	Signage Inventory and Updates	Conduct an inventory of existing signs and develop plan for upgrades consistent with new program.
D4	Ramp Signage, Wayfinding, and Aesthetic Improvements	Pursue improvements to ramp aesthetics, signage, and wayfinding; including lighting, paint, color, and graphic elements.

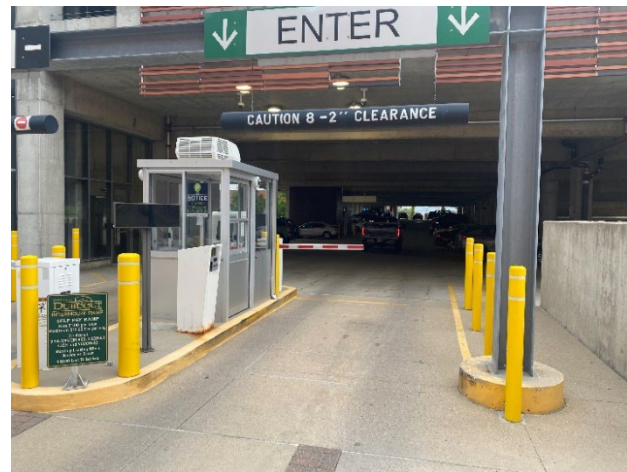
What's to Come



04 | Closing

Next Steps in Parking Transformation

1. Gated PARCS in ramps
 2. On-street/surface lot pay stations and mobile app
 3. System rebrand, communication/education, and signage: Q2-Q3 2025
 4. Policy and operations changes
 5. Performance monitoring and adjustments
- **Smart Parking Management Plan final approval November 2024**





RIDE • PARK • WALK • ROLL

THANK YOU!

QUESTIONS?

**City of Dubuque
City Council**

PRESENTATIONS # 1.

ITEM TITLE:	ICMA YSEALI Fellow Introduction
SUMMARY:	Assistant City Manager Cori Burbach will introduce International City/County Management Association (ICMA) Young Southeast Asian Leaders Initiative (YSEALI) Fellow May Hadee.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE:	Domestic Violence Awareness Month (October 2024)
SUMMARY:	On behalf of Waypoint Services.
SUGGESTED DISPOSITION:	

ATTACHMENTS:
1. Proclamation

PROCLAMATION

WHEREAS, one in three women, and one in four men will experience some form of domestic violence during their lifetime; and

WHEREAS, intimate partner violence impacts victims, children, family, friends, and the community at large; and

WHEREAS, domestic violence is not confined to any group or groups of people, but is experienced in all economic, racial, ethnic, educational, societal, and religious groups and is sustained by societal indifference; and

WHEREAS, perpetrators of domestic violence should be held accountable for their actions and victims should have access to support and services to help them overcome their experience; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide support to victims of intimate partner violence and work to increase public understanding of this significant problem; and

WHEREAS, a coordinated effort from all community members is needed to put a stop to this heinous crime.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE MONTH OF OCTOBER 2024 AS

“Domestic Violence Awareness Month”

IN THE CITY OF DUBUQUE, IOWA AND ENCOURAGE RESIDENTS TO SUPPORT WAYPOINT SERVICES IN ENDING DOMESTIC VIOLENCE, TO JOIN THEIR GENTLEMAN CAMPAIGN © ON OCTOBER 24, AND URGE EVERYONE TO WORK TOGETHER TO ELIMINATE DOMESTIC VIOLENCE FROM OUR COMMUNITY.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 7th day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by Jade Riley. Accepted by: Jenny Sheehan and Angela Heister.

2023: Submitted by Jade Riley. Accepted by: Angela Heister and Jenny Sheehan

2022: Submitted by Brittany Appleton, Community Engagement Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118, bappleton@waypointservices.org. Accepted by: BobbieSue Lopez and Angela Heister

2021: Submitted by Brittany Appleton, Community Engagement Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118, bappleton@waypointservices.org. Accepted by BobbieSue and Angela.

2020: Submitted by Brittany Appleton, Event & Volunteer Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118. Accepted by Nelly Hill, Director of Domestic Violence Victim Services Program with other representatives.

2019: Submitted by Brittany Appleton, Event & Volunteer Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118. Accepted by Abigail Deutmeyer and Michelle Wolfe.

2018: Submitted by Brittany Appleton, Event & Volunteer Coordinator for Waypoint, 318 Fifth St. SE, Cedar Rapids, IA 52401, 319-365-1458, ext. 6118, www.waypointservices.org; bappleton@waypointservices.org ; accepted by Abigail Deutmeyer and Kaitlin Moglestad, both Victim Advocates for Waypoint's Domestic Violence Victim Services Program

2017: Submitted by Brittany Appleton, Event & Volunteer Coordinator for Waypoint, 318 Fifth St. SE, Cedar Rapids, IA 52401, 319-365-1458, ext. 6118, www.waypointservices.org; bappleton@waypointservices.org ; accepted by Dubuque advocates, Kaitlyn Moglestad, Abigail Deutmeyer and Alexis Chadwick.

2016: Submitted by Brittany Appleton, Event & Volunteer Coordinator for Waypoint, 318 Fifth St. SE, Cedar Rapids, IA 52401, 319-365-1458, ext. 6118, www.waypointservices.org; accepted by Dubuque-area staffers Nelly Hill, Tammi and Kaitlyn.

2015: Submitted and accepted by Tara Beck and advocate representative, Waypoint Services, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319-365-1458

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Arts and Humanities Month (October 2024)
SUMMARY: On behalf of the Arts and Cultural Affairs Division.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation

PROCLAMATION

WHEREAS, the nation's 120,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 local arts agencies, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions and districts have regularly issued official proclamations on an annual basis designating October as National Arts and Humanities Month; and

WHEREAS, despite significant losses due to the coronavirus pandemic, the creative industries remain among the most vital sectors of the economy, providing innovative opportunities for community development, creating jobs and economic activity within their own and across sectors, and making communities attractive for tourism attraction, business development, and workforce retention; and

WHEREAS, Dubuque's nonprofit arts and culture sector generates \$70.4 million in economic activity annually, supporting 1,527 local jobs, and generating \$6.7 million in local and state government revenue; and

WHEREAS, our community prioritizes investment in grant support, public art programming, and ongoing implementation of Dubuque's Arts and Culture Master Plan; and

WHEREAS, the arts and humanities embody so ~~of~~ much of the accumulated wisdom, intellect, and imagination of humankind; and

WHEREAS, the arts and humanities play a unique role in creating connection and telling the stories of ~~and amongst~~ our families, communities, and country; and

WHEREAS, ~~local~~ arts and humanities programs are dedicated to inclusive access, diverse representation, and equitable empowerment of creatives, culture bearers, and humanities scholars towards a more connected, just, and inclusive Dubuque.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE MONTH OF OCTOBER 2024 AS:

"ARTS AND HUMANITIES MONTH"

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 7th day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

~~Trish L. Gleason~~ Adrienne N. Breittfelder,
Assistant CMC, City Clerk

2024: Submitted and accepted by Arts and Cultural Affairs Manager Bonnie Spurling.

2023: Submitted by Arts and Cultural Affairs Coordinator Bonnie Spurling. Accepted by Arts and Cultural Affairs Coordinator Bonnie Spurling _____.

2022: Submitted by Arts and Cultural Affairs Coordinator Jennifer Petersen-Brant. Accepted by Nick Halder and Arts and Cultural Affairs Coordinator Jennifer Petersen-Brant.

2021: Submitted by Arts and Cultural Affairs Coordinator Jennifer Petersen-Brant. Accepted by Arts and Cultural Affairs Coordinator Jennifer Petersen-Brant.

2020: Submitted by Arts and Cultural Affairs Coordinator Jennifer Petersen-Brant. Accepted by Arts and Cultural Affairs Coordinator Jennifer Petersen-Brant.

2019: Submitted by Arts and Cultural Affairs Coordinator Jennifer Petersen-Brant. Accepted by Ali Levasseur, the Arts and Cultural Advisory Commission Chairperson on 9/11/19

2018: Submitted by Arts and Cultural Affairs Coordinator Debra Alleyne. Accepted by David Schmitz, the Arts and Cultural Advisory Commission Chairperson

2017: Submitted by Arts and Cultural Affairs Coordinator Debra Alleyne. Accepted by David Schmitz, the Arts and Cultural Advisory Commission Vice-Chairperson

2016: Submitted by Arts and Cultural Affairs Coordinator Debra Alleyne. Accepted by Ellen Henkels, the Arts and Cultural Advisory Commission Vice-Chairperson.

2015: Submitted by Arts and Cultural Affairs Coordinator Debra Alleyne. Accepted by Marina O'Rourke, the Arts and Cultural Advisory Commission Chairperson.

2014: Submitted by Economic Development Coordinator Megan Starr, Accepted by Marina O'Rourke, Arts and Cultural Advisory Commission Vice-Chairperson

2013: Submitted by Arts and Cultural Affairs Coordinator Jan Stoffel, Accepted by Ellen Henkels, Arts and Cultural Affairs Advisory Commission Chairperson.

2012: Submitted by Arts and Cultural Affairs Coordinator Jan Stoffel, Accepted by Marina O'Rourke, Arts and Cultural Affairs Advisory Commission Chairperson.

2011: Submitted by Arts and Cultural Affairs Coordinator Jan Stoffel. Accepted by Marina O'Rourke, Arts and Cultural Affairs Advisory Commission Chairperson.

2010: Submitted by Arts and Cultural Affairs Coordinator Jan Stoffel. Accepted by Geri Shafer, Arts and Cultural Affairs Advisory Commission Chairperson.

2009: Submitted by Arts and Cultural Affairs Coordinator Jan Stoffel. Accepted by Geri Shafer, Arts and Cultural Affairs Advisory Commission.

2008: Louise Kames, Arts and Cultural Affairs Advisory Commission

**City of Dubuque
City Council**

PROCLAMATIONS # 3.

ITEM TITLE: Community Planning Month (October 2024)
SUMMARY: On behalf of the Planning Services Department.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation

PROCLAMATION

- WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and
- WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and
- WHEREAS, the full benefits of planning requires public officials and residents who understand, support, and demand excellence in planning and plan implementation; and
- WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and
- WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and
- WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other planners who have contributed their time and expertise to the improvement of the City of Dubuque; and
- WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Dubuque, and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE MONTH OF OCTOBER 2024 AS

COMMUNITY PLANNING MONTH

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 7th day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, CMC, City Clerk

2024: Submitted by Planning Services Director Wally Wernimont and accepted by the Planning Services Department.

2016: Submitted and accepted by Planning Services Manager Laura Carstens.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: Airport Commission of August 27, 2024; Arts and Cultural Affairs Advisory Commission Minutes of July 23, 2024 and Report of August 27, 2024; City Council Proceedings of September 16, 2024; Historic Preservation Commission of August 15, 2024; Long Range Planning Advisory Commission of July 17, 2024; Zoning Advisory Commission of September 4, 2024; Zoning Board of Adjustment of August 22, 2024; Proof of Publication for City Council Proceedings of August 19, August 20, August 21, August 21, and September 3, 2024.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. Airport Commission Minutes
2. Arts and Cultural Affairs Minutes
3. Arts and Cultural Affairs Report
4. 9 16 24 City Council Minutes
5. Historic Preservation Commission Minutes
6. Long Range Planning Advisory Commission Minutes
7. Zoning Advisory Commission Minutes
8. Minutes ZBA 8-22-24 Approved
9. Proof_City Council Proceedings 8.19.24
10. Proof_City Council Proceedings 8.20.24
11. Proof_City Council Proceedings 8.21.24
12. Proof_City Council Proceedings 8.26.24
13. Proof_City Council Proceedings of 9.3.24

DUBUQUE REGIONAL AIRPORT COMMISSION MEETING

Tuesday, August 27, 2024

4:00 p.m.

Dubuque Regional Airport
Terminal Conference Room

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

ABSENT: None

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

GUESTS: Mayor Brad Cavanagh; Molly Grover, Dubuque Chamber; Eric Scott, Foth Infrastructure (on phone); Jason White, Greater Dubuque Development Corporation

PUBLIC INPUT

Mayor Cavanagh thanked the Airport Commission for their service and support in securing new daily air service to the Dubuque Regional Airport.

AIRPORT COMMISSION MINUTES

Commissioner Blocker moved to approve the minutes of the June 6, 2024, and August 13, 2024, meetings, and Commissioner Brotherton seconded the motion. This motion passed unanimously.

OLD BUSINESS

01. REVIEW AIRPORT STATISTICS

Director Dalsing mentioned that aircraft operations and aviation fuel sales were down slightly from the previous year. This may be due to the current Airport construction projects

NEW BUSINESS

ACTION ITEMS

02. CEDAR VALLEY PROPERTIES, LLC PUBLIC HEARING RESOLUTION

Commissioner Clemenson made a motion to accept Resolution No. A800-1-2024 Intent to Dispose of an Interest in Real Property by Lease Agreement. Commissioner Brotherton seconded the motion. This motion passed unanimously.

This authorizes setting a public hearing for a long-term land lease with Cedar Valley Properties, LLC.

03. AIR SERVICE AGREEMENT RESOLUTION

Commissioner Kurtz Weber made a motion to accept Resolution No. A900-1-2024 Authorizing the Airport Director to Sign an Air Service Agreement with Key Lime Air, dba Denver Air Connection (DAC) Providing New Air Service to the Dubuque Regional Airport. Commissioner Clemenson seconded the motion. This motion passed unanimously.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner of Global Flights, meet weekly to restore and retain daily scheduled service. Meetings with regional carriers over the past several months has resulted in an opportunity to restore daily service starting in November with a mid-day turn to Chicago O'Hare utilizing an ERF145 aircraft on Denver Air Connection.

04. AIR CARRIER INCENTIVE PROGRAM RESOLUTION

Commissioner Kurtz Weber made a motion to accept Resolution No. A1000-1-2024 Authorizing the Airport Director to Sign a One-Year Air Service Incentive Agreement to Key Lime Air, dba Denver Air Connection (DAC) Providing New Air Service to the Dubuque Regional Airport. Commissioner Clemenson seconded the motion. This motion passed unanimously.

Commissioner Kurtz Weber asked if this would involve waiving Passenger Facility Charges. No, it will not. She also asked who would handle aircraft maintenance issues, if needed. This will be handled by a local airfield mechanic. Are there any other flights to ORD with DAC? Yes. Commissioner Kurtz Weber thanked Mayor Cavanagh, Molly Grover, and GDDC for all their help in securing new DBQ/ORD daily air service.

05. AIRPORT SERVICES AGREEMENT RESOLUTION

Commissioner Kurtz Weber made a motion to accept Resolution No. A1100-1-2024 Authorizing the Airport Director to Sign a Ground Handling Airport Service Agreement with Key Lime Air, dba Denver Air Connection (DAC) Providing New Air Service to the Dubuque Regional Airport. Commissioner Clemenson seconded the motion. This motion passed unanimously.

06. SCASD PROGRAM RESOLUTION

Commissioner Kurtz Weber made a motion to accept Resolution No. A1200-1-2024 Authorizing the Airport Director to Utilize the Small Community Air Service Development Program (SCASD) Funds for Key Lime Air, dba Denver Air Connection (DAC) Providing New Air Service to the Dubuque Regional Airport. Commissioner Clemenson seconded the motion. This motion passed unanimously.

Commissioner Brotherton asked if the SCASD funds will only be used for this flight. The Airport Director said, "Yes."

DISCUSSION

07. AIRPORT PROJECTS UPDATE

Director Dalsing reported that the GA Apron construction is going well and is on schedule. An event will be held for the public in October for the recently completed terminal solar project.

07. CORRESPONDENCE RECEIVED SINCE JUNE 6, 2024, COMMISSION MEETING

None.

NEXT COMMISSION MEETING

The next scheduled Commission meeting tentative date is September 24, 2024.

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

The meeting was adjourned at 4:46 p.m.

Minutes respectfully submitted by Cheryl Sheldon.

ARTS AND CULTURAL AFFAIRS COMMISSION MINUTES

DATE: Tuesday, July 23, 2024

TIME: 3:40 PM

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

Regular Meeting

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

Commissioners Absent: FRANCO MENCHACA

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

Public Present: None

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

Roll Call & Review of Minutes

Roll call was skipped due to only commissioners and City staff present.

ROBBINS moved to approve minutes from June 25, 2024, with corrections provided by HALDER and RIEDEL, seconded by DONALD. Vote: *Unanimously affirmed. Motion carries.*

The entire commission agrees HALDER does a great job in his role as Chair, DONALD motions, RIEDEL seconds. No further discussion. *Unanimously affirmed. Motion carries.*

HALDER nominates DONALD for role of Vice Chair, ROBBINS seconds.

No further discussion. *Unanimously affirmed. Motion carries.*

DONALD nominates RIEDEL for role of Recorder, DAVIS-ORWOLL seconds.

No further discussion. *Unanimously affirmed. Motion carries.*

Status Reports from Staff

SPURLING reports for Office of Arts & Cultural Affairs:

New Art on the River sculptures will be installing the last week of July up until the day of the opening reception. The reception will include dancing activities, spoken word performances, a live saxophone player and a local DJ set.

SPURLING was able to get brochures for this years exhibit translated to both Spanish and Marshallese.

SPURLING also reports that both the Special Projects and Operating Support grants have been approved and final reports will be due from organizations by end of August.

RIEDEL commends SPURLING for her diligent work.

Updates From Master Plan Working Groups

None

Old Business – Commission Strategic Plan Goals – Reporting and Discussion

No new updates. Chair and new Vice Chair will meet to discuss the Commission's Strategic Plan, Objective A.

New Business

None

Public Comment/Correspondence

None

Events and Engagement Reporting from Commissioners

RIEDEL reports new play with Bell Tower Theatre "Is there life after 50?" will start on August 9th.

Adjournment motioned by DONALD seconded by DAVIS-ORWOLL at 4:53 PM.

Next Regular Meeting: Tuesday, August 27, 2023, at 3:30 PM at the Multicultural Family Center

Respectfully submitted:

Bonnie Spurling

Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on _____ September 24 ,2024

Witnessed By _____ *Nick Halder* _____ (signature)

Nick Halder (printed)

Chair (officer position)

ARTS AND CULTURAL AFFAIRS COMMISSION MEETING REPORT

DATE: Tuesday, August 27, 2024

TIME: 3:36 PM

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

Non Regular Meeting (No quorum, not enough commissioners present)

Commissioners Present: Nicholas HALDER (chair); Shirley DAVIS-ORWOLL; Franco MENCHACA

Commissioners Absent: Doug DONALD; Sue Riedel; Tom ROBBINS;

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

Public Present: Ali Levasseur; Brianna Thompson

HALDER addressed no official meeting will be called due to no quorum, group began to discuss at 3:36 PM.

Roll Call & Review of Minutes

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

No approval of July 2024 minutes due to no quorum.

Status Reports from Staff

SPURLING reports for Office of Arts & Cultural Affairs:

Art on the River was a great success this year, very well received opening night and reveal of new public sculptures. Official brochures will be printed this week in three languages; English, Spanish and Marshallese.

SPURLING shares upcoming Grants calendar and advises grant final reports due end of the month.

SPURLING advises of an open position on the Resilient Community Advisory Commission.

SPURLING reads letter of thanks from Bell Tower Theatre for their receipt of recent grants.

SPURLING provides update on Creative Café, nothing currently planned but hoping to get committee together in the coming weeks to plan.

SPURLING advises she will be submitting improvement package this year and has been tasked with re-igniting the Arts & Culture Masterplan working groups and would like the commissions help to define what “culture” means.

Updates From Master Plan Working Groups

None

Old Business – Commission Strategic Plan Goals – Reporting and Discussion

None

New Business

None

Public Comment/Correspondence

Thompson reads personal letter to commission, urging grants commission to reconsider eligibility for first year non-profits for City Arts & Culture grants.

Events and Engagement Reporting from Commissioners

None

Next Regular Meeting: Tuesday, September 24, 2023, at 3:30 PM at the Multicultural Family Center

Respectfully submitted:

Bonnie Spurling

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

The Dubuque City Council met in special session at 5:32 p.m. on September 16, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a closed session pursuant to Iowa Code Chapter 21.5 and a work session on the new City Council agenda management software.

CLOSED SESSION

Motion by Jones to convene in closed session at 5:34 p.m. to discuss Confidential Records – Chapter 21.5(1)(a) Code of Iowa. Seconded by Farber. Motion carried 7-0.

The City Council reconvened in open session at 6:05 p.m. stating that staff had been given proper direction.

WORK SESSION

New City Council Agenda Management Software Demonstration

City Clerk Breitfelder demonstrated the public portal for CivicPlus's Agenda and Meeting Management Select software, which the City will implement for City Council meeting agendas beginning with the October 7, 2024, City Council meeting. Responding to a question from the City Council, City Attorney Brumwell stated she would confirm the statute regarding draft notes pertaining to open records requests.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 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 September 16, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Airport Commission of June 6 and August 13, 2024; City Council Proceedings of August 14, 19, 20, 21, 26 and September 3, 2024; Civil Service Commission of August 22, 2024; Community Development Advisory Commission of July 17, 2024; Equity and Human Rights Commission of July 9, 2024; Library Board of Trustees of January 25, February 29, March 28, 2024; Zoning Advisory Commission of August 7, 2024; Proof of Publication for City Council Proceedings of August 14, 2024. Upon motion the documents were received and filed.

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

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Abby Stickley 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. 283-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. FFY 2025 Iowa Governor's Traffic Safety Bureau (GTSB) Grant Funds: City Manager recommended City Council approval to receive \$19,500 in FFY 2025 as a recipient of Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds. Upon motion the documents were received, filed, and approved.

6. Resolution Approving the Termination Agreement for the January 2023 Development Agreement by and between the City of Dubuque, Iowa and McCoy Group: Upon motion the documents were received and filed, and Resolution No. 284-24 Approving the Termination

Agreement and Release terminating the Development Agreement by and between the City of Dubuque, Iowa and McCoy Group, Inc. was adopted.

7. HHH Enterprises, LLC Lease Renewal: Upon motion the documents were received and filed, and Resolution No. 285-24 Intent to dispose of an interest in real property owned by the City of Dubuque by Lease between the City of Dubuque and HHH Enterprises, LLC was adopted.

8. Acceptance of a Grant of Easement for Public Utilities over CCI5, LLC Property at 1502 Bies Drive, Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 286-24 Accepting a Grant of Easement for Public Utilities Through, Over and Across Part of Lot 1 of Roger F. & Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa was adopted.

9. Acceptance of a Grant of Easement for Public Utilities over Schreiber Property at 1562 Kebbie Drive, Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 287-24 Accepting a Grant of Easement for Public Utilities through, over and across Part of Lot 2 of Schreiber Subdivision, in the City of Dubuque, Iowa was adopted.

10. U.S. Hwy 20 and Devon Drive Frontage Road Project - Acceptance of Public Improvement Construction Contract - Project No. 5521000051: Upon motion the documents were received and filed, and Resolution No. 288-24 Accepting the U.S. Hwy 20 and Devon Drive Frontage Road Project and authorizing final payment to the contractor was adopted.

11. Iowa Department of Transportation Storm Sewer and Intake Work Project Notification: Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation, notifying the City Council of storm sewer and intake work on US-20 East bound near the Middle Catfish Creek and Railroad Bridge. Upon motion the documents were received and filed.

12. Authorization to Submit FY24/PY23 Community Development Block Grant CAPER: Upon motion the documents were received and filed, and Resolution No. 289-24 Authorizing the submission of a Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2023 and concluding June 30, 2024 was adopted.

13. Intent to Apply for Local Housing Trust Fund Grant 2025: Upon motion the documents were received and filed, and Resolution No. 290-24 Authorizing submittal of the application for Local Housing Trust Funds to the Iowa Finance Authority was adopted.

14. Nature Everywhere Accelerator Community Application: City Manager shared the application that was filed for the Nature Everywhere Accelerator Community after City Council approved the letter of support and appointment of a city representative at the September 3, 2024, City Council meeting. Upon motion the documents were received and filed.

15. Acceptance of the Comiskey Park – Phase 1 Redevelopment Project: Upon motion the documents were received and filed, and Resolution No. 291-24 Accepting Public Improvement Contract for the Comiskey Park – Phase 1 Redevelopment Project was adopted.

16. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Top Grade Excavating, Inc. for the E 24th Street Sit Contaminated Soil Removal Project. Upon motion the documents were received, filed, and approved.

17. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 292-24 Approving an agreement between the City of Dubuque and ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque was adopted.

18. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 293-24 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1 (Site Demolition & Mass Grading) - Initiate Public Bidding Process and Setting Date for Public Hearing: Upon motion the documents were received and filed and Resolution No. 294-24 Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading): 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 October 7, 2024 in the Historic Federal Building.

2. Proceedings to Set Public Hearing for the Issuance of Not to Exceed \$22,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I: Upon motion the documents were received and filed and Resolution No. 295-24 Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$22,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 7, 2024 in the Historic Federal Building.

3. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1: Upon motion the documents were received and filed and Resolution No. 296-24 Resolution of necessity finding that certain property in and near the North Cascade Road Urban Renewal Area is an Economic Development Area and that the development of said area is necessary in the interest of the residents of the City of Dubuque, Iowa, and setting a date for a hearing on a proposed amended and restated urban renewal plan for said area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 21, 2024 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Civic Center Advisory Commission: One, 3-Year term through June 29, 2027 (Expired term of Jacobs). Applicant: Danielle Jacobs, 3130 Shiras Ave.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena) and one, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard). Applicants: Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At-Large) and Julie Woodyard, 1950 Coates St. (Qualities for At-Large).

PUBLIC HEARINGS

1. Request to Rezone 27 Locust 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. Planning Services Director Wally Wernimont provided a staff report. Applicant Josh Jansen, 11368 Rock Grove Ct., spoke in support of the rezoning and gave a brief overview of the proposed apartment project. City Clerk Breitfelder stated that written input was received by Ken Lin, 1103.5 Iowa St. In response to City Council questions, Mr. Wernimont outlined the separation requirements for existing billboards. He noted that the adjacent parking lot, zoned C-3, is owned by both the City and the Iowa Department of Transportation, and will be utilized for upcoming improvements to the Julien Dubuque Bridge. Nearby property owned by Mr. Lin is in a mixed-use area. City Council Members expressed support for the project, emphasizing the need for more housing and noting its key location as the first impression for motorists entering Iowa. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 54-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 27 Locust Street (PIN 1025426011 and 1025426022) from C-3 General Commercial District to C-4 Downtown Commercial District. Seconded by Wethal. Motion carried 7-0.

2. Request to Rezone 1090 Radford Road: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Mr. Wernimont provided a staff report. In response to a council question, Mr. Wernimont explained that current policy requires four members of the Zoning Advisory Commission (ZAC) for a quorum. While four members attended the recent meeting, one abstained from voting due to a conflict of interest. He noted that policy allows a simple majority vote from members present who do not have conflicts of interest. Mr. Wernimont also emphasized that the ZAC makes recommendations, but the City Council is the approving body responsible for policy decisions. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 55-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1090 Radford Road (per exhibit a) from CS Commercial Service District to R-3 Moderate Density Multi-Family Residential District. Seconded by Sprank. Motion carried 7-0.

3. Request to Rezone 1142 University Avenue: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Mr. Wernimont provided a staff report. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 56-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1142 University Avenue from C-2 Neighborhood Shopping Center District to R 2 Two-Family Residential District. Seconded by Farber. Motion carried 7-0.

4. Proposed Development Agreement between the City of Dubuque, Iowa and Kinseth Hospitality Company, Inc.: Motion by Resnick to receive and file the documents and adopt Resolution No. 297-24 Approving disposal of an interest in real property owned by the City of Dubuque by sale through a Development Agreement with Kinseth Hospitality Company, Inc. Seconded by Jones. Ben Kinseth, Executive Vice President of Kinseth Hospitality Company, Inc., briefly summarized the project and its potential benefits to the community. City Council Members voiced support for the project, highlighting the need for more hotels to support tourism and its convenient location near the Mississippi River and downtown attractions. Motion carried 7-0.

5. Community Development Block Grant FY24 Annual Action Plan Amendment #1 Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 298-24 Adopting the Fiscal Year 2025 (Program Year 2024) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1. Seconded by Wethal. Motion carried 7-0.

6. Vacating of a portion of a Storm Water Detention Basin Access Easement across a Part of Lot 2 of Cedar Ridge Farm Place # 10, in the City of Dubuque, Iowa, common address 3100 Cedar Crest Ridge: Motion by Resnick to receive and file the documents and adopt Resolution No. 299-24 Disposing of property by vacating city interest in a portion of a Storm Water Detention Basin Access Easement through, over, and across part of Lot 2 of Cedar Ridge Farm Place # 10, in the City of Dubuque, Iowa. Seconded by Sprank. Motion carried 7-0.

7. Public Hearing - State Revolving Fund (SRF) Loan - Environmental Review Bipartisan Infrastructure Law State Revolving Fund (SRF) Private Lead Service Line Replacement Pilot Program: Motion by Wethal to receive and file the documents and adopt Resolution No. 300-24 State Revolving Fund (SRF) Loan - Environmental Review Private Lead Service Line Replacement Pilot Program: Approval of an Environmental Review as provided by SRF's Department of Natural Resources for the Private Lead Service Line Replacement Pilot Program. Seconded by Sprank. In response to City Council questions, Water Department Director Chris Lester explained that the program revision expands the eligibility area, as the initial timeframe did not reach the maximum of 585 properties. He added that city staff sent letters to eligible residences based on census tract data to notify them of their qualification for the program. Motion carried 7-0.

8. Water Department Operations SCADA System Upgrade Project - Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 301-24 Approval of plans, specifications, form of contract, and estimated cost for the Water Department Operations SCADA System Upgrade Project. Seconded by Resnick. In response to a council question, Mr. Lester explained that the current system is outdated, and the new system will improve efficiency. City Council Members expressed enthusiasm for the modernization. Motion carried 7-0.

PUBLIC INPUT

Diane Heiken, Susan Cerwin, and Diane Pile, all of 1865 Radford Rd., spoke about a bed bug infestation in their apartment complex and expressed concerns over city policy that limits involvement to units with a confirmed infestation. They advocated for a policy change that would allow the city to address the entire apartment complex to resolve the issue.

ACTION ITEMS

1. National Police Woman Day Photo: Motion by Roussell to receive and file the documents. Seconded by Jones. Police Chief Jeremy Jensen shared a photo of the women of the Dubuque Police Department in recognition of National Police Woman Day on September 12. Police Officer Kim Hoover spoke about Dubuque hosting the Iowa Association of Women Police Conference in March of 2026. Assistant City Manager Cori Burbach stated that Officer Hoover is co-chair of the recently created Women Rising Together Employee Resource Group. City Council Members praised the leadership of female police officers and emphasized the importance of further expanding the presence of women in the field. Motion carried 7-0.

2. Keymont Drive Pavement Rehabilitation Project - Award Public Improvement Contract - Project No. 5521000018: Motion by Farber to receive and file the documents and adopt Resolution No. 302-24 Awarding Public Improvement Contract for the Keymont Drive Pavement Rehabilitation Project. Seconded by Sprank. Responding to a council question, Assistant City Engineer Bob Schisel stated that all contractors bid on the same project specifications. City Council Members expressed gratitude to Keymont Drive residents for their patience with the project's initiation. Motion carried 7-0.

3. Approval of Sublease and Operations Agreement with Dubuque Forward LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 303-24 Approving a Sublease and Operations Agreement between the City of Dubuque, Iowa and Dubuque Forward LLC. Seconded by Sprank. In response to City Council questions, City Manager Van Milligen explained that the City will sub-lease the park from Dubuque Forward LLC. While the City will handle park maintenance, Dubuque Forward LLC will cover all associated costs. The park, named 897 Central Park, had the City Council's preferences incorporated into its lease terms. City Attorney Brumwell cited Chapter 670 of the Iowa Code concerning city liability. City Council Members praised the park and advised that the City should be involved early in future private projects seeking to collaborate with the City. Motion carried 7-0.

4. Request to Amend City Ordinance on Speed Limit Reduction - Peru Road from Roosevelt Street to City Limits: 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. City Council Members expressed support for the speed limit reduction to 35 miles per hour on Peru Road from Roosevelt Street to City Limits (Tanzanite Drive). Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 57-24 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 7 Operation, Division 5 Speed Restrictions, Section 9-7-321.285 Limits Generally. Seconded by Sprank. Motion carried 7-0.

5. Greater Dubuque Development Corporation Request to Convert Format of Quarterly Updates to Work Sessions: Motion by Sprank to receive and file the documents and refer to council. Seconded by Roussell. City Council Members expressed support for converting the format of Greater Dubuque Development Corporation's quarterly updates to City Council work sessions. The first Greater Dubuque Development Corporation Quarterly Update Work Session will occur at 6:00 p.m. on October 21, 2024. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported on volunteering at the Dubuque Farmer's Market and AmeriCorps 30th anniversary celebration.

Council Member Sprank reported on the Dubuque Area Labor Harvest food giveaway, the Blocktoberfest event, the Dubuque Oktoberfest event, and Alpine Mobile Home Park recently forming a neighborhood association.

Council Member Wethal reported on the Boards and Commissions annual picnic and Outside the Lines Art Gallery's Great Draw Street Art Competition.

Council Member Jones also reported on the Boards and Commissions picnic.

Council Member Farber reported on the Boards and Commissions picnic and the ribbon cutting for 897 Central Park.

Mayor Cavanagh reported on Dubuque Oktoberfest, recently welcoming international students to Dubuque, delivering his annual State of the City address, and the Nathaniel Morgan Memorial event. Mayor Cavanagh also made a statement regarding to the recent assassination attempt on President Donald Trump.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:47 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 attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and Assistant City Attorney Jason Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:21 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:21 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION
5:30 p.m.
Thursday, August 15, 2024
City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Thea Dement; Vice Chairperson Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter

Commissioners Excused: none

Commissioners Unexcused: none

Staff Members Present: Wally Wernimont and Chris Happ Olson

CALL TO ORDER: The meeting was called to order by Chairperson Thea Dement at 5:33 p.m. Staff Member Happ Olson announced that one applicant would participate virtually due to being in Chicago during the meeting.

MINUTES: Motion by Esser, seconded by Gau, to approve the minutes of July 18, 2024 meeting as submitted. Motion carried by the following vote: Aye – Dement, Doyle, Esser, Andrews, Monk, Pettitt, and Stuter; Nay – none.

ACTION ITEMS:

DEMOLITION REVIEW

Applicant: Jim Runde

Owner: Jim Runde

Address: 1693-1695 Washington Street

Project: Remove two-story rear porch

District: Washington Neighborhood Conservation District

Staff Member Happ Olson presented the staff report noting the applicant was participating virtually. He desires to remove a non-historic and non-original two-story porch from the rear of the property, visible from the alley and marginally visible from 17th Street. She described the property and reviewed the previous surveys, which found the property non-contributing or non-supportive. The Jacobsen National Register Historic District Nomination for the Washington Neighborhood found the structure to be contributing, and the garage to be non-contributing, which was different from other research he conducted and was reported on the staff report as prepared by Happ

Olson. Happ Olson said that she still believed that the porch itself, being the only structure slated for demolition and that the applicant has a plan to rebuild, is still a non-contributing feature, due to changes over the years from one-story to two-story, with inappropriate siding.

Applicant James Runde, 322 Pawling St. #1, Madison WI 53704, participated virtually. He noted one change, that one of the tenants in his building (a young adult) remembered the complete reconstruction of the porch from a staircase to a porch, which he speculated may have been 10 years ago. He also expressed that because the foundation looks old, it may be older than 1932.

Commissioner Doyle lead with the opinion that the feature is not important to the building overall. Commissioner Stuter noted that the fact that it is being rebuilt meant that its demolition would not have an impact. The consensus among the other Commissioners was agreement.

Motion by Pettitt, seconded by Esser, to approve the application as submitted. Motion carried by the following vote: Aye – Dement, Doyle, Esser, Gau, Monk, Pettitt, and Stuter; Nay – none.

DESIGN REVIEW

Applicant: Marty Balliu, Balliu Construction, LLC
Owner: Alex Filloon
Address: 1504-1506 Iowa Street
Project: Replace Windows and Door
District: Jackson Park Historic District

Staff Member Happ Olson introduced the project and noted that the applicant and owner were in the audience. She reviewed the history of the property and its significance, referring to a variety of different historic documents and current documentation. She reviewed the project which included replacement of original arch-top wood windows with aluminum clad squared off windows. A less desirable alternative for the applicant, due to cost, would be new wood windows to match the old windows. Another part of the project was on a non-original addition, with a non-original inappropriate door next to a narrow wood side light, and replacing the door with a new insulated steel door, painted to match the dark trim, with a ½ lite and two panels below. He also desires to replace the wood side lite by extending the wall treatment, stained wood siding, to match.

Marty Balliu, Balliu Construction LLC, at 110 W. Monroe St. in Maquoketa, IA 52060 distributed photos which better described the condition of the arch-top windows that are obscured from the exterior through blocking in the jackarch and covering the window with an aluminum triple track storm system. He also distributed images of the desired new door, which is a dark painted steel insulated door with a ½ lite and two panel below. He said the door was broken in before and is damaged, needing to be replaced.

The applicants also expressed a desire to replace the front door, not part of the proposed project. Happ Olson explained that the doors are not original and not appropriate. She noted that unless the guidelines are structured such that if the applicant proposed an option that was less appropriate than what is currently present, she would likely be able to approve these in house, because those guidelines allow for replacement in-kind or replacement of a more appropriate design and material. As well, depending on the project, a new door may not require a building permit, which would mean that historic review would not be triggered. The applicants noted that they would work with the Inspection and Construction Services decision to determine if a permit was needed.

Mr. Balliu noted that he had received a quote of \$3,500-4,000 per window for new wood windows with arched tops. There was a discussion between the Commission and applicants about the alternative of restoring the existing windows. The applicant stated that the pulleys were removed and weight pockets had been filled with expanding foam, so it would be difficult to get them operational again. Happ Olson asked if the windows were operational, and the owner stated that they are marginally operable, able to open them only a few inches.

There was discussion among staff, commissioners and the applicants regarding the windows in-situ, what replacement versus new construction windows are, and the ways to minimize the visual impact of new windows. Commissioner Doyle described that some of the most important details with new windows include a larger lower rail (approximately 4" tall), a narrow overall meeting rails (less than 1"), the maximization of glass area (narrow side and top rails), the importance of the depth of installation (with historic brick buildings having deeper walls compared to new construction) and matching the windows to the dark trim color (either dark brown, black or slate).

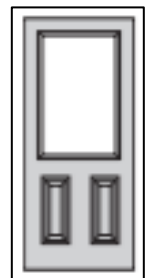
Doyle mentioned different approaches to restoration, including discussing contractors that may help. He requested that staff forward the information to the applicant. Happ Olson mentioned that she could also forward information about contacts for the Housing & Community Development Department's funding programs and the Urban Revitalization Program.

The Commission broke the door and window requests into two motions:

Door

Motion by Pettitt, seconded by Doyle, to approve the application for the new door and infill of sidelite as presented by the applicant at the meeting.

Motion carried by the following vote: Aye – Dement, Doyle, Esser, Gau, Monk, Pettitt, and Stuter; Nay – none.



Window

Motion by Monk, seconded by Stutter, to approve the replacement of windows with the following:

- 1) Square topped aluminum clad wood windows, painted dark brown, black or slate; and
- 2) must conform to the standards as described, with a large lower rail (~ 4" tall), narrow combined meeting rails (< 1" tall), and maximized glass area (narrow side and top rails); and
- 3) the windows must be sized to the existing opening.

Motion carried by the following vote: Aye – Dement, Doyle, Esser, Gau, Monk, Pettitt, and Stuter; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF:

- Verbal update of Dubuque Brewing & Malting: Staff Member Wernimont said there is no update since July's meeting and correspondence.
- Verbal update of member terms by Staff Member Happ Olson.
- Verbal thank you from staff for the Commission's support of Heritage Works efforts to hold a symposium about the Prairie School in Iowa, with Eagle Point Park and Cedar Rock (Frank Lloyd Wright state-owned property) in June 2025.
- Discussion of potential financial support of workshops that meet our goals as outlined in the Commission's workplan and that can help educate our Commissioners and the public.

ADJOURNMENT: Motion by Esser, seconded by Gau to adjourn the August 15, 2024 Commission meeting. Motion carried by the following vote: Aye – Dement, Doyle, Esser, Gau, Monk, Pettitt, and Stuter; Nay – none.

The meeting adjourned at 7:33 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

September 19, 2024

Adopted

MINUTES
CITY OF DUBUQUE LONG RANGE PLANNING ADVISORY COMMISSION
REGULAR SESSION

5:30 p.m.

Wednesday, July 17, 2024

City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Michael Rabagia; Commissioners Cliff Conrad, Beth McGrath, Aaron Miller, Tyler Stoffel, and Mark Ward.

Commissioners Excused: Rick Merfeld.

Commissioners Unexcused: None.

Staff Members Present: Wally Wernimont and Jason Duba.

CALL TO ORDER: The meeting was called to order by Chairperson Michael Rabagia at 5:40 p.m.

ROLL CALL

Oath of Office was conducted for new commissioner Aaron Miller. Introductions were made.

MINUTES: Motion by Rabagia, seconded by Ward, to approve the minutes of the February 21, 2024 Long Range Planning Advisory Commission meeting as submitted. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None.

ACTION ITEMS:

New Urban Renewal Area: Mount Pleasant Place Urban Renewal Area.

Assistant Economic Development Director, Ian Hatch, presented the request. He noted it is for the construction of 16 single-family homes adjacent to Mount Pleasant Home. He said the property is owned by Dubuque and Jackson County Habitat for Humanity. He noted it meets the comprehensive plan goals related to livable neighborhoods, and he referred to chapter six of the plan, which identifies Habitat for Humanity as a partner to work with. He said it would provide a need in our community for affordable housing.

Duba noted the property went through a process to be rezoned to a Planned Residential Development. The concept plan for the property was displayed to show how the 16 homes are planned to be laid out on the site.

Rabagia asked about the open space and street access to a neighboring home. Wernimont explained that the street is platted and will remain and the detention basin will be on the other side of it.

McGrath asked about the single existing house that is surrounded by this property. Wernimont replied that it will remain and that the ZAC required there to be screening around the house.

Ward asked if the property was going to remain a single lot, and Wernimont replied yes, that it will be operated like a homeowners' association. Miller expressed that it may be uncommon for low-to-moderate income housing to be operated like a homeowner's association.

Motion by Rabagia, seconded by Conrad, to recommend the Mount Pleasant Place Urban Renewal Area for approval to City Council. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF:

Election of Officers: Rabagia volunteered to serve another term as Chairperson, and McGrath volunteered to serve another term as Vice Chairperson

Motion by Ward, seconded by Conrad, to elect Rabagia as Chairperson. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None.

Motion by Ward, seconded by Conrad, to elect McGrath as Vice Chairperson. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None.

Imagine Dubuque update: Assistant Planner Duba and Planning Services Director Wernimont led a review of selected progress updates about Imagine Dubuque recommendations. One selection was made from each of the plan's seven categories.

Economic Prosperity: Employment, 1.1.4: Inclusive Dubuque.

Sustainable Environment: Clean Water, 2.1.1: Bee Branch watershed flood mitigation projects.

Social + Cultural Vibrancy: Health, 3.6.1: Partnership with Dubuque County on the Opioid Response subcommittee.

Livable Neighborhoods + Housing: Livable Neighborhoods, 4.1.1: Repeal of the Historic

Building Code.

Community Facilities: Public Safety, 5.3.2: DRA working on update to Chaplain Schmitt Island master plan.

Transportation + Mobility: Regional Connections and Automobile Travel, 6.4.1 & 6.5.1: RAISE grant award

Land Use: Single-Family and Multi-Family, 7.1.1 & 7.2.1: Removal of off-street parking requirements in Jackson Park and Cathedral historic districts.

Wernimont mentioned that Planning staff would be presenting an Imagine Dugbuque update to Council on August 19, and commissioners are welcome.

UDC Update: Wernimont described the process so far and noted that Camiros has been selected as the consultant and the contract is being written.

Duba mentioned that the City's annual Board and Commission picnic is on Tuesday, September 10 from 6-8 p.m. at Eagle Point Park.

ADJOURNMENT: Motion by Rabagia, seconded by Miller, to adjourn the July 17, 2024 Long Range Planning Advisory Commission meeting. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None.

The meeting adjourned at 6:38 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

September 18, 2024

Adopted

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, September 4, 2024

City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Matt Mulligan; Commission Members Pat Norton, Rich Russell, and Teri Zuccaro

Commissioners Excused: Martha Christ and Carrie Lohrmann

Commissioners Unexcused: None.

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

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

MINUTES: Motion by Zuccaro, seconded by Russell, to approve the minutes of the August 7, 2024 meeting. Motion carried by the following vote: Aye – Norton, Russell, Zuccaro, and Mulligan; Nay – none.

ACTION ITEM/SITE PLAN REVIEW: Application of Justin Duck to approve a site development plan for Brakes Plus, 2533 Northwest Arterial, located within the Asbury Plaza PC Planned Commercial zoning district.

Andy Labenz, Olsson Associates, 601 P Street, Lincoln, Nebraska, spoke on behalf of the applicant. He stated that the plan is to construct an oil express building along the private drive in Asbury Plaza north of Starbucks. He noted that there would not be much change to the grade, as they would use the existing drainage way to the south and direct drainage on the north to a bioretention basin.

Chairperson Mulligan asked about the driveway located on the Starbucks property which is located on the southeast side of the subject property, and Mr. Labenz replied that they plan to remove it and close it off.

Staff Member Schrobilgen detailed the staff report, noting the submitted site plan is in the Asbury Plaza Planned Unit Development (PUD), which requires site plans to go through both the Development Review Team (DRT) and Zoning Advisory Commission (ZAC) for approval. He said that the Commission makes the final decision and that it would not go to City Council. He noted that an auto shop is a permitted use in the PUD and that the project meets all Unified Development Code (UDC) standards. He stated that the project has been through DRT review and this is the final submittal.

Commissioner Russell asked how many vehicle trips per day this type of use would generate. Staff Member Schrobilgen stated that he was not sure, but the traffic engineer has reviewed and approved the plan as submitted. He noted the site access is a shared driveway with the Starbucks to the south, and that it was reviewed and approved by the DRT.

Motion by Norton, seconded by Zuccaro, to approve the site plan as submitted. Motion carried by the following vote: Aye – Norton, Russell, Zuccaro, and Mulligan; Nay – none.

PUBLIC HEARING/REZONING: Application of Josh Jansen to rezone property located at 27 Locust Street (PIN 1025426011 and 1025426022) from C-3 General Commercial to C-4 Downtown Commercial.

Josh Jansen, 11368 Rock Grove Court, spoke on behalf of the request stating he is seeking to rezone the subject properties from C-3 to C-4, as he did recently with the adjacent properties to the north. He noted that the rezoning would allow his mixed-use project to move forward and become more cost effective by adding residential density. He displayed renderings and plans, and described a mixed-use, multi-story development. He noted the setback in C-4 is less than in the current C-3. He noted that Development Review Team (DRT) has reviewed the concept plan, and soon architects and engineers would continue the design process.

Chairperson Mulligan questioned whether Mr. Jansen had already purchased the subject property. Mr. Jansen replied yes, and he'd like to add the subject properties to the development area for his mixed-use project. He also stated that he intends to reach out the property owner just south of the subject property in order to gauge their interest in selling

There was no public input.

Staff Member Moon detailed the staff report noting the request to rezone two parcels from C-3 to C-4 would be an expansion of the C-4 zoning district to the north, and is intended to allow for a multi-story, mixed-use project. She noted that the project has gone to the Development Review Team previously for a conceptual review, that a full site plan review would be required, and that parking and traffic would be evaluated during that review. She displayed photos of the properties to be rezoned and shared the conceptual development plan provided by the applicant. Staff Member Moon disclosed that an adjacent property owner, Ken Lin, had reached out to staff to share concerns with potential traffic, noise, and parking. She made note of a letter that had been submitted by Mr. Lin which was included in the packet to the Commission. She shared a chart of the permitted uses in the C-3 and C-4 zoning districts, noting there are similar types and quantities of uses permitted in both districts.

Chairperson Mulligan expressed support for the project, stating that it would be a welcoming project when entering into Dubuque. He responded to the opposition email, noting that this project is near one of the busiest intersections in Dubuque, that this project

would be beneficial to property values for the entire neighborhood, and acknowledged there would be some environmental work to do.

Motion by Zuccaro, seconded by Norton, to recommend approval of the rezoning of 27 Locust Street (PIN 1025426011 and 1025426022) as submitted. Motion carried by the following vote: Aye – Norton, Russell, Zuccaro, and Mulligan; Nay – none.

Commissioner Norton recused himself for the following item.

PUBLIC HEARING/REZONING: Application of Luke Hoffmann to rezone a portion of the property located at 1090 Radford Road from CS Commercial Service and Wholesale to R-3 Moderate Density Multi-Family Residential.

The applicant, Luke Hoffman, 991 June Drive, spoke on behalf of the application stating he owns both 1070 and 1090 Radford Road. He noted he is subdividing a portion of 1090 and seeking to rezone from CS to R-3 in order to allow for the construction of a single-family residence. He stated he intends to consolidate the subdivided portion of 1090 with the property at 1070.

There was no public input.

Chairperson Mulligan asked why the plat stated non-buildable lot if they're building a house on it. Staff Member Schrobilgen stated that the label is part of the platting process. Mr. Hoffman added that they are seeking the best position, setbacks, and views for their house.

Staff Member Schrobilgen detailed the staff report. He explained that the applicant intends to parcel off a portion of 1090 Radford Road and consolidate it with 1070 to the west. He said they are requesting to rezone the subdivided portion from CS to R-3 which would match the existing zone of the 1070 Radford Rd property, in order to construct a single-family residence. He noted that a single-family residence would not require site plan review, and the Inspection & Construction Services would review building plans. He stated the subdivided portion of 1090 to be rezoned is physically separated from other portions of the lot due to topography and a wooded hillside. He stated that a majority of the remainder of 1090 was in the Flood Way which is the most highly regulated portion of the flood plain. Staff noted the proposed house is likely to exceed 50' from the street, which would require future approval from the Zoning Board of Adjustment. He stated that this is a unique area with R-3, CS, and C-3 zoning with legally nonconforming residences. He noted that two letters of opposition were received, and he clarified that the R-3 district would limit any potential development to 6-units. He also noted that the nearest adjacent properties have long backyards, providing about 200 feet to the nearest structure.

Chairperson Mulligan asked for clarification about the potential of 208 residential units as stated in one of the letters of opposition. Staff Member Schrobilgen replied that they likely believed the entire parcel of 1090 Radford Road was being rezoned, he reiterated that the R-3 zoning district is limited to 6 units, that the area to be rezoned is limited to the

exhibit as shown, and that most of the remaining 1090 property is in the floodway and essentially non-buildable.

Motion by Russell, seconded by Zuccaro, to recommend approval of the rezoning of 1090 Radford Road as submitted. Motion carried by the following vote: Aye – Russell, Zuccaro, and Mulligan; Nay – none.

Commissioner Norton returned to the meeting.

PUBLIC HEARING/REZONING: Application of Craig Nesteby to rezone property located at 1142 University from C-2 Neighborhood Shopping Center to R-2 Two-Family Residential zoning district.

Janice Nesteby, 721 Hill Street, spoke on behalf of her son's application. She explained that there is an apartment on the second floor, and they would like to put an apartment back on the first floor.

There was no public input.

Staff Member Duba detailed the staff report. He described the characteristics of the property and the surrounding area, including land uses and zoning. He explained that the property was originally developed as a residence but was historically zoned as commercial. He noted that the current owner previously converted the first floor from a the single-family residential use to a commercial space, while maintaining the second floor as a residential unit. The property owner now wishes to convert the first floor to a separate residential unit, thereby creating a duplex on the property. He noted that this would be a downzoning and an expansion of an existing zone.

Commissioner Russell asked about the items being stored behind the property, and Staff Member Schrobilgen replied that storage is accessory to the residential use, and the property can, therefore, only be utilized by the residents of the property. He further clarified that the property cannot be used as a contractor shop by the owner.

Motion by Norton, seconded by Zuccaro, to recommend approval of the rezoning of 1142 University Avenue as submitted. Motion carried by the following vote: Aye – Norton, Russell, Zuccaro, and Mulligan; Nay – none.

ITEMS FROM PUBLIC: None.

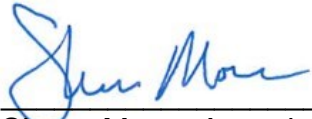
ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF: Staff Member Moon reminded Commissioners that they're invited to the annual Board and Commission Picnic on Tuesday September 10th.

ADJOURNMENT: Motion by Norton, seconded by Mulligan, to adjourn the September 4, 2024 Commission meeting. Motion carried by the following vote: Aye – Norton, Russell, Zuccaro, and Mulligan; Nay – none.

The meeting adjourned at 6:33 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

September 4, 2024

Adopted

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

5:30 p.m.

Thursday, August 22, 2024

City Council Chambers, Historic Federal Building

Board Members Present: Chairperson Jonathan McCoy, Board Members Keith Ahlvin and Rena Stierman.

Board Members Excused: Gwen Kosel and Matt Mauss.

Board Members Unexcused: None.

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

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

MINUTES: Motion by Ahlvin, seconded by Stierman, to approve the minutes of the July 25, 2024 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Stierman and McCoy; Nay – None.

DOCKET – 27-24: Application of Lange Sign Group, 350 North Grandview, to install a temporary banner-style sign 100 square feet in area during the nine months from August 2024 through April 2025, where 32 square feet area and four months duration are the maximum permitted in an ID Institutional zoning district.

Mike Lange, 1780 IL Route 35 N, East Dubuque, IL, spoke in favor of the request. He explained that they're requesting to install a 100-square foot banner where 32 square feet are allowed, as Unity Point would like to advertise that they're a 5-Star hospital.

Chairperson McCoy referred to the sign rendering submitted by the applicant and asked if the proposed sign would look like that. Mr. Lange replied yes and noted it's located to the right of the main entrance.

There was no public input.

Staff Member Duba detailed the staff report noting the details of the request. He stated that Unity Point hospital has had four similar sign variances approved in the past. He noted the sign should not be out of proportion on the large wall far back from Delhi Street. He said the sign would have little impact on the neighborhood.

Board Member Ahlvin stated he had no concerns, given the size of the building.

Board Member Stierman asked if the City or sign contractor had received any complaints about the previous temporary signs. Staff Member Duba stated the City had not received complaints, and Mr. Lange stated the contractor had not received complaints.

Chairperson McCoy stated he had concerns with the request, citing criteria 2 and 3. He asked the applicant if they would like to table, given that only three members were present.

Mr. Lange requested to table and asked when a full board would be present to hear the case. Chairperson McCoy replied that the Board is comprised of five volunteers and that it can be hard to know exactly when all five members will be present.

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

DOCKET – 28-24: Application of Eelen McDonald Ebling, 1204 Mt. Loretta Avenue, to store two vehicles within front yard setbacks where one vehicle is allowed to be stored and 20' setback is required in an R-1 Single-Family Residential zoning district.

Rodney Baumhover, 1204 Mt. Loretta Avenue, spoke in favor of the request. He explained that he's representing the property owner, and he lives at the property as caretaker. He explained that he has a utility trailer, a motorcycle during riding season, and a truck that he would like to park on the existing pads. He said he didn't know about the zoning regulations.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting that this is a corner lot with two front yards. He explained that vehicles are being stored on existing parking pads in the front yard setback, and the case came by way of zoning enforcement. He noted that a motorcycle, trailer, and box truck have been stored. He explained that the vehicles would have to be moved every 48 hours without a Special Exception. He noted the visibility triangles are exempt for driveways at single-family homes.

The Board discussed the proposal and expressed concern about the request, noting that two storage areas did not fit well in the neighborhood and that allowing two vehicles to be stored is very rare.

Chairperson McCoy asked the applicant whether the parking pads could be extended further into the property in order to meet the 20' setback requirements. Mr. Baumhover replied no, it would take a lot of fill do that due to the sloping topography of the property. He expressed that his greatest need is to store the trailer regularly and to seasonally store the motorcycle.

Chairperson McCoy asked if the applicant would accept a Special Exception for just one parking pad. Mr. Baumhover stated he would need to consult with the property owner.

Chairperson McCoy suggested that he request to table.

Mr. Baumhover asked whether he could store the trailer on the pad while he awaits a decision from the Board about the request. Staff Member Schrobilgen recommended he contact Zoning Enforcement Officer Charlie Miller to see what would be allowed. Staff Member Schrobilgen clarified that the trailer could be placed on the pad and that if it is moved every 48 hours it would be considered a parked vehicle, not storage. He clarified that the issue is when vehicles are placed on the pad for extended periods of time, exceeding 48 hours, which is then considered to be vehicle storage.

Staff Member Schrobilgen further clarified that the code permits one stored vehicle on a residential property and that the applicant is requesting the storage of two vehicles. He stated that two storage locations and the storage of two vehicles are part of the request. He noted that the Board could be specific about the vehicle or vehicles being stored and could place any reasonable condition on a request.

Mr. Baumhover stated that he would need to ask the property owner for direction and requested to table.

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

DOCKET – 29-24: Application of Kenny J. Birch, Sr., 1412 Washington Street, to construct a detached garage 0' from side property line where 3' minimum is required, to cover 73.5% of lot with structures where 50% is allowed, and with 12% permeable area where 20% is required in an R-2A Alternate Two-Family Residential zoning district.

Kenny J. Birch, Sr., 1412 Washington Street, spoke in favor of the request. He explained that he would like to build a 22' x 36' garage in his back yard, and that he's seeking an exception from the north side setback, from lot coverage, and permeable area.

There was no public input.

Staff Member Moon detailed the staff report noting the details of the request. She explained that it's a smaller lot (2,600 square feet) with an existing two-story dwelling. She explained that the garage would be accessed from the alley and a driveway is proposed. She noted that the awning over the existing patio along the rear side of the residence would be removed as part of the project. She explained the setbacks would be 0' from the north side and 3' from the south side, that lot coverage would be 73.5% of the site area, and that the lot would have 12% permeable area.

The Board questioned staff about requiring that stormwater to be contained on the subject property and flow to the alley. Staff Member Moon responded that it is allowed to drain to the alley. Mr. Birch replied that the proposed garage would have gutters and downspouts directed across the driveway toward the alley.

The Board also proposed the condition of establishing the property line to the satisfaction of the building official. Mr. Birch replied that he was amenable to the condition and had already located his property pins.

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

1. Stormwater shall be managed on the subject site and not directed to the neighboring properties.
2. The property line location shall be demonstrated to the satisfaction of the building official.

Motion carried by the following vote: Aye – Ahlvin, Stierman, and McCoy; Nay – None.

DOCKET – 30-24: Application of Sevad Sabanagic, 1737 Richie Drive, to construct a front porch 17' from front property line where 20' minimum is required in an R-1 Single-Family Residential zoning district.

Sevad Sabanagic, 1737 Richie Drive, spoke in favor of the request. He explained that he's seeking to construct an enclosed front porch/vestibule/entrance into the split foyer of his home, and it would be slightly encroaching into the front yard setback.

Chairperson McCoy stated that porches are typically of an open design and noted that he would need clarification on the wording of the request.

There was no public input.

Staff Member Moon detailed the staff report noting the characteristics of the property and that the Board approved a Special Exception for a detached garage on this property last month. She explained that it would be an 8' x 10' enclosed porch, and that other properties in the area have open porches. She stated it would be 17' from the front property line.

The Board expressed concern with the proposal as the porch would be fully enclosed which was not a consistent design with other properties in the neighborhood.

The Board requested additional information such as a rendering or drawing that they could better understand the design and project. Staff Member Moon displayed a drawing submitted by the applicant which showed an outline of the proposed addition and noted the Board could request a more detailed rendering or drawing if desired.

The Board asked a question about the home's existing roof overhang and Mr. Sabanagic replied that it's about a 3' overhang. Staff Member Moon noted that the addition would project about 5' beyond the existing eaves. Mr. Sabanagic said the enclosed porch would be in line with his neighbors' porches, though theirs are not enclosed.

The Board asked about windows and materials on the structure. Mr. Sabanagic replied that there would be two windows – one on each side. He explained that he's planning to reside the entire house, so it would all match.

Board Member Ahlvin stated that this information satisfied his concerns. Chairperson McCoy stated that calling this a porch was a stretch, so he couldn't currently support it, and that he would like to see additional information such as a rendering or drawing. Staff Member Schrobilgen clarified that the definition of deck limits a deck to be open but noted that porches vary in their construction and include fully enclosed, with and without windows and doors, or open but with a roof. Staff Member Moon clarified that the request was to allow a reduced front yard setback and that whether the request was for an open porch, enclosed porch, or addition to the home, the request is the same and that in this instance the nature of the construction does not change the request for a reduced front yard setback.

Mr. Sabanagic asked if he could build it 3' back without the Special Exception, and Chairperson McCoy replied yes. He suggested that Mr. Sabanagic request to table, which he did.

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

DOCKET – 31-24: Application of Samuel Weaver, 2134 Broadlawn Road, to store a vehicle 2' from the side property line where 6' minimum is required in an R-1 Single-Family Residential zoning district.

Samuel Weaver, 2134 Broadlawn Road, spoke in favor of the request. He explained that he would like to store a vehicle that doesn't meet the 6' setback, so he's requesting a 2' setback.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting that the applicant is requesting to store a vehicle under their carport, which did receive a Special Exception to be constructed in the 60s. He noted that the storage location is away from the sidewalk, so there are no safety concerns.

Chairperson McCoy asked why they can't store a car in the carport. Staff Member Schrobilgen replied that storage would be allowed within the side yard area within a fully enclosed structure, such as a garage, but noted that a carport is by definition, not an enclosed structure, and that any storage under it must meet the requirements of exterior storage, including meeting the required side yard setback. He also noted that the property received an approval to have a garage in the same location and that the applicant could enclose the carport, converting it to the garage, and could then store a vehicle by-right. The Board noted clear and unanimous support of the request.

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

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: The Board and staff discussed definitions related to Docket 30-24.

ITEMS FROM STAFF: None.

ADJOURNMENT: Motion by McCoy, seconded by Ahlvin, to adjourn the August 22, 2024 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Stierman and McCoy; Nay – None

The meeting adjourned at 6:27 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

September 26, 2024

Adopted

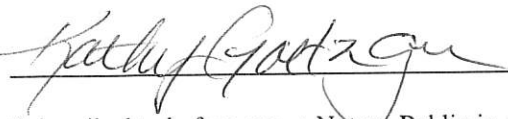
STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

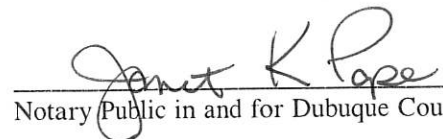
08/30/2024

and for which the charge is 347.70

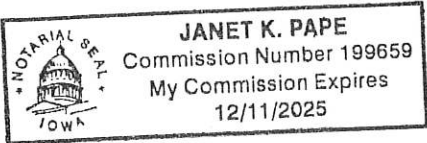


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 30th day of August, 2024



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:15 p.m. on August 19, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones (arrived at 5:18 p.m.), Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen (arrived at 5:18 p.m.), City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on the Regional Workforce Landscape and Imagine Dubuque.

WORK SESSIONS

1. Regional Workforce Landscape and Other Initiatives

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, and Nic Hockenberry, Director of Workforce Programming, presented information on the regional workforce landscape and initiatives, and addressed a question about essential amenities for workforce attraction.

The work session initially concluded at 6:01 p.m. but was reopened after the Imagine Dubuque Update session ended.

2. Imagine Dubuque Update

Planning Services Director Wally Wernimont and Assistant Planner Jason Duba presented an update on the comprehensive plan: Imagine Dubuque 2037: A Call to Action.

This work session concluded at 6:19 p.m.

Due to additional time remaining after the Imagine Dubuque Update work session, Mr. Dickinson presented on broadband initiatives from 6:20 p.m. to 6:24 p.m.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:24 p.m.

/s/Adrienne N. Breitfelder

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 August 19, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

City Clerk Breitfelder announced that Item Set for Public Hearing #3 was removed from the meeting.

PRESENTATION(S)

1. Iowa 2024 Community of Character Award Presentation: Scott Raecker, Executive Director of The Robert D. and Billie Ray Center at Drake University, presented the Iowa 2024 Community of Character Award. A video was also shown.

PROCLAMATION(S)

1. The University of Dubuque Aviation Day (August 19, 2024)

was accepted by University of Dubuque President Travis Frampton on behalf of the University of Dubuque.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Airport Commission of April 23, 2024; Arts and Cultural Affairs Advisory Commission of June 25, 2024; City Council Proceedings of July 29 and August 5, 2024; Housing Commission of January 23, 2024; Resilient Community Advisory Commission of April 4 and July 11, 2024; Zoning Advisory Commission of July 2, 2024; Proof of Publication for City Council Proceedings of July 15, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Josh Heisdorf for vehicle damage; Jeff Jones for vehicle damage; Tishana Suiter 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: Camille Baker for vehicle damage; Julianne Geraghty for property damage; Richard Powers for vehicle damage; William Sand Jr. for property damage; Tishana Suiter 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. 253-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Authorized Depository Institutions: Upon motion the documents were received and filed, and Resolution No. 254-24 Naming Depositories was adopted.

6. Application to ECIA for Brownfields Assessment Funds for Newt Properties: Upon motion the documents were received, filed, and approved.

7. Radio Dubuque and Dubuque Jaycees Fireworks Request 2025: Correspondence from Perry Mason, General Manager for Radio Dubuque, requesting approval for Radio Dubuque and the Dubuque Jaycees to conduct a fireworks display on July 3, 2025 from 9:00 p.m. to 10:30 p.m. in conjunction with the closure of indicated streets and use of A.Y. McDonald Park as part of a special event request. The rain date is July 4. Upon motion the documents were received, filed, and approved.

8. Rob McDonald Fireworks Permit: City Manager recommended City Council approval to issue a permit to Rob McDonald for a fireworks display on September 14, 2024, at his private residence, 3399 Roosevelt Street. Upon motion the documents were received, filed, and approved.

9. New Ladder Truck - Static Display: City Manager transmitted that Fire Department staff plan to display the new 2024 Pierce ladder truck before the Tuesday, September 3rd City Council meeting starting at 5:45 p.m. in front of the Historic Federal Building on 6th Street. Upon motion the documents were received and filed.

10. 3000 Jackson Dubuque Brewing and Malting Project Update: Upon motion the documents were received and filed.

11. Signed Contract(s): Dubuque Community Schools for Before and After School Programming; Strand Associates, Inc for the

Well No. 11 Source Water Project. Upon motion the documents were received and filed.

12. Stone Cliff Winery, Inc. Lease Agreement Approval: City Manager recommended City Council approval of a 2+ year lease agreement with the Stone Cliff Winery, Inc for a portion of the Alliant Amphitheater for an outdoor service patio. Upon motion the documents were received, filed, and approved.

13. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 255-24 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

14. Approval of Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Application: Upon motion the documents were received and filed, and Resolution No. 256-24 Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code ?453A.47A was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. Setting a Public Hearing for a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC to Redevelop Property at 1706 Central Avenue: Upon motion the documents were received and filed and Resolution No. 257-24 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC, including the proposed issuance of urban renewal tax increment revenue obligations relating thereto, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 3, 2024 in the Historic Federal Building.

2. Keymont Drive Pavement Rehabilitation Project: Upon motion the documents were received and filed and Resolution No. 258-24 Keymont Drive Pavement Rehabilitation Project: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 3, 2024 in the Historic Federal Building.

3. Water Department Operations SCADA System Upgrade Project - Project Initiate and Set the Public Hearing: This item was removed from the meeting.

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. Historic Preservation Commission: Two, 3-Year terms through July 1, 2027 (Vacant At-Large terms of Cassill and Doyle). Applicants: Bill Doyle, 1591 White St.; Cole Hansen, 408 Burch St.; Heidi Pettitt, 3116 Central Ave.

2. Housing Commission: Two, 3-Year terms through August 17, 2027 (Expiring terms of Janes and Kehoe). Applicants: Ross

Janes, 2741 Muscatine St.; Renee Kehoe, 1209 Lincoln Ave. Mr. Janes spoke in support of his application.

3. Housing Trust Fund Advisory Committee: Two, 3-Year terms through August 17, 2027 (Expiring terms of Becwar and Holz). Applicants: Michelle Becwar, 2115 Coates St.; Jim Holz, 3010 Indiana Crt.

4. Library Board of Trustees: One, 4-Year term through July 1, 2028 (Vacant term of Armstrong). Applicant: Tom Brennan, 3275 Cider Rdg. Mr. Brennan spoke in support of his application.

5. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2027 (Expired term of McGrath). Applicant: Beth McGrath, 2385 Clarke Crest Dr.

PUBLIC HEARINGS

1. 8301 Seippel Court Rezoning Request: 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. Planning Services Director Wally Wernimont provided a staff report. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 46-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 8301 Seippel Court from CS Commercial Service and Wholesale District to C-3 General Commercial District. Seconded by Sprank. Motion carried 7-0.

2. Peru Road Rezoning Request: 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. Planning Services Director Wally Wernimont provided a staff report. Responding to a question from the City Council, Mr. Wernimont stated that his department works with the engineering department on statewide urban design and specifications (SUDAS). Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 47-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located along Peru Road between Walker and Toledo Street (Pins 1012183002, 1012183005, 1012183008, and 1012183007) from R-3C Moderate Density Multi-Family Residential District with Conditions to R-3 Moderate Density Multi-Family Residential District. Seconded by Wethal. Motion carried 7-0.

3. 405, 575, and 595 Cedar Cross Road Rezoning Request: 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 for the ordinance recommended by the Zoning Advisory Commission to rezone only 595 Cedar Cross Road. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report, stating that after discussions with the applicant regarding 405 and 575 Cedar Cross Rd., the applicant has requested the withdrawal of those properties from the rezoning consideration. Those two properties will be brought back to the Zoning Advisory Commission for review at a future meeting and will then be

presented again at a City Council meeting. City Clerk Breitfelder announced that input was submitted by Carol Maas, 3095 Nightengale Ln. Applicant Jule Merfeld, 10713 Cottingham Rd., Peosta, explained that 595 Cedar Cross Rd. is currently used as an Airbnb and that attempts to sell the property have been unsuccessful due to its zoning and proximity to the road's turning lane. In response to a City Council inquiry about nearby properties in an isolated zoning area, Mr. Wernimont noted that the Zoning Advisory Commission shared those concerns, leading to their denial of the rezoning requests for 405 and 575 Cedar Cross Rd. The City Council discussed the best use for 595 Cedar Cross Rd. and its surrounding properties. Motion carried 6-1 with Resnick voting nay.

Motion by Jones for final consideration and passage of Ordinance No. 48-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 595 Cedar Cross Road from R-1 Single-Family Residential District to CS Commercial Services and Wholesale District. Seconded by Wethal. Motion carried 6-1 with Resnick voting nay.

4. Old Mill Road Lift Station and Force Main Project - Phase I Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 260-24 Approval of plans, specifications, form of contract, and estimated cost for the Old Mill Lift Station and Force Main Project Phase I. Seconded by Farber. Motion carried 7-0.

5. Hold Public Hearing to Approve Contract with Tucktara, LLC for Construction of a Single-Family Home on a City-Owned Infill Lot at 2527 Washington Street: Motion by Roussell to receive and file the documents and adopt Resolution No. 261-24 Approval of contract for construction of a single-family home on a city-owned infill lot located at 2527 Washington Street, in the City of Dubuque, Iowa. Seconded by Sprank. In response to City Council questions, Housing and Community Development Director Alexis Steger explained that program income from housing tax increment financing (TIF) is funding the project and that the builder has flexibility in the homes design. City Council Members discussed whether the city should profit from the property and how the project integrates sustainability and equity into homeownership. Motion carried 6-1 with Resnick voting nay.

6. Well No. 7 Rehabilitation Project 2024 - Phase 2 Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 262-24 Approval of plans, specifications, form of contract, and estimated cost for the Well No. 7 Rehabilitation Project 2024 Phase 2. Seconded by Farber. Motion carried 7-0.

ACTION ITEMS

1. Proposed Additional Housing Development Incentive: Motion by Roussell to receive and file the documents and approve an additional incentive to facilitate low- and moderate-income housing development outside of the Greater Downtown Urban Renewal Area. Seconded by Sprank. In response to a question, City Manager Van Milligen explained that the number of units would determine whether the development meets the 60% low- and moderate-income housing requirement for the incentive. Motion carried 7-0.

2. 2024 Police Department CALEA Accreditation Acceptance: Motion by Farber to receive and file the documents and listen

to the presentation. Seconded by Sprank. Police Chief Jeremy Jensen made a presentation regarding the Dubuque Police Department being awarded the Advanced Law Enforcement Accreditation by the CALEA board of commissioners for the 10th time. Motion carried 7-0.

3. Work Session Request: Central Avenue and White Street Corridor Traffic Study: Motion by Sprank to receive and file the documents and schedule the work session for Monday, September 30, 2024, at 6:30 p.m. Seconded by Roussell. In response to a question about holding the work session on a non-regular City Council meeting night, City Manager Van Milligen explained that the session's length required scheduling it separately. September 30th is also the earliest date the consultants will be ready to present the data. Motion carried 7-0.

4. Work Session Request: Smart Parking & Mobility Management Plan: Motion by Roussell to receive and file the documents and schedule the work session for October 7, 2024, at 5:30 p.m. Seconded by Jones. Motion carried 7-0.

5. Water Distribution Crew Employee Feature Video: Motion by Jones to receive and file the documents and view the video. Seconded by Farber. Public Information Office staff showed a video featuring Marty Kearney, a member of the City of Dubuque Water Distribution crew. The video can be viewed at https://youtu.be/ri46EJuVs-M?si=oGDgHp-WcRH_ellj. Motion carried 7-0.

6. City Life in Marshallese Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Wethal. Public Information Office staff showed a video produced in collaboration with the Office of Shared Prosperity and Neighborhood Support to promote the next City Life sessions, which will be presented in Marshallese. The video can be viewed at: <https://youtu.be/WIu1UEqtjx4>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported on the recent congressional staff visit and the Art on the River opening reception.

Council Member Farber reported on recent initiatives with the Federal Communications Commission Committee and National League of Cities Technology Committee.

Council Member Roussell reported on a Presentation Lantern Center student attaining United States citizenship, learning about the Dubuque Arboretums strategic plan, and Carnegie Stout Public Library's Reading with Rover Program.

Council Member Wethal reported on the Dubuque Fine Arts Festival and speaking with University of Dubuque theology students.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:11 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:28 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:28 p.m.

/s/Adrienne N. Breitfelder

STATE OF IOWA
DUBUQUE COUNTY

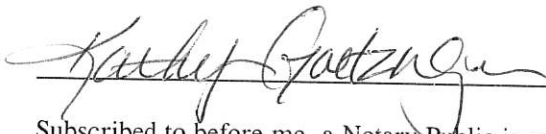
SS:

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:

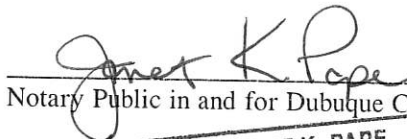
08/30/2024

and for which the charge is 43.32



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

this 30th day of August, 2024



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 4:00 p.m. on August 20, 2024, in the Grand River Center. The meeting was originally scheduled for Room #4 but was relocated to the River Room due to maintenance issues.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

GOAL SETTING

SESSION 1 OF 3

Mayor Cavanagh provided introductory remarks, summarizing last years accomplishments and current challenges.

Facilitator Lyle Sumek, of Lyle Sumek Associates, Inc., reviewed the following sections of the Leaders Guide 2024 Working Document for input from the City Council:

? Section 4 - Performance Report 2023-2024 for City of Dubuque

? Section 5 - Looking to Dubuque's Future

Assistant City Manager Cori Burbach reviewed proposed definitions for the five pillars the city aims to uphold to create an equitable community and organization of choice: resiliency, sustainability, equity, transparency, and compassion. The City Council discussed the definitions and proposed refining the definition of compassion to include empathy, as well as replacing ?the desire to alleviate distress?; with ?the desire to help.? City Manager Van Milligen stated that the definitions will be presented at a future city council meeting for the City Council to formally adopt.

Assistant City Manager Burbach suggested that city staff incorporate the word ?belonging? when discussing diversity, equity, and inclusion (DEI) goals. The City Council deliberated on the terminology and endorsed the inclusion of ?belonging.?

Mr. Sumek reviewed Goals #1, #2, and #8 in Section 7 - Plan 2024-2029 for City Council input.

City Council recessed for dinner at 6:10 p.m. and reconvened at 6:39 p.m. To continue discussing the goals.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:48 p.m.

/s/Adrienne N. Breitfelder

City Clerk

It 8/30

STATE OF IOWA
DUBUQUE COUNTY

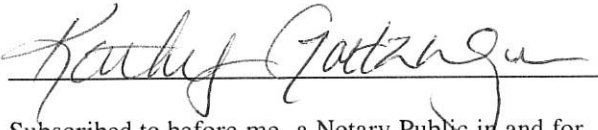
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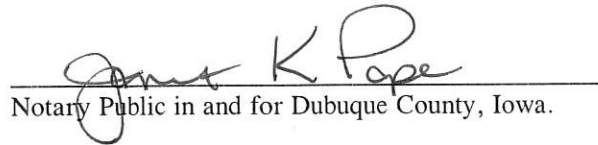
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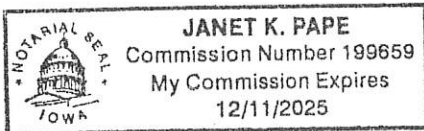
and for which the charge is 22.23



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

this 30th day of August, 2024


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 4:13 p.m. on August 21, 2024, in the Grand River Center. The meeting was originally scheduled for Room #4 but was relocated to the River Room due to maintenance issues.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick (arrived at 4:51 p.m.), Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

GOAL SETTING

SESSION 2 OF 3

Facilitator Lyle Sumek, of Lyle Sumek Associates, Inc., reviewed Goals #3 through #7 of Section 7 - Plan 2024-2029 of the Leaders Guide 2024 Working Document for City Council input.

City Council recessed for dinner at 6:05 p.m. and reconvened at 6:37 p.m. to continue discussing the goals.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:56 p.m.

/s/Adrienne N. Breitfelder

City Clerk

1t 8/30

STATE OF IOWA
DUBUQUE COUNTY

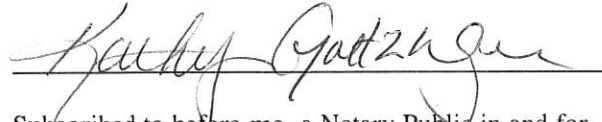
SS:

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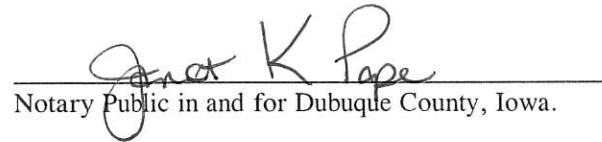
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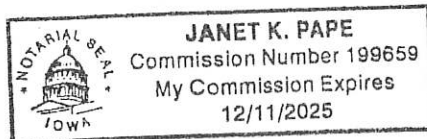
and for which the charge is 66.69



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

this 30th day of August, 2024


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 4:04 p.m. on August 26, 2024, in the Grand River Center Room #6. The meeting was originally scheduled for Room #4 but was relocated to Room #6 due to maintenance issues.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

GOAL SETTING
SESSION 3 OF 3

Facilitator Lyle Sumek, of Lyle Sumek Associates, Inc., reviewed Section 8 - Action Agenda 2024-2025 of the Leaders Guide 2024 Working Document for City Council input.

City Council recessed for dinner at 5:54 p.m. and reconvened at 6:28 p.m.

Mr. Sumek then facilitated the City Councils review and ranking of their top and high priorities, resulting in the following goals and priorities:

City of Dubuque Goals 2029

? Vibrant Community: Healthy and Safe

? Financially Responsible, High-Performance City

Organization: Sustainable, Equitable, and Effective Service Delivery

? Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity

? Livable Neighborhoods and Housing: Great Place to Live

? Sustainable Environment: Preserving and Enhancing Natural Resources

? Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility

? Diverse Arts, Culture, Parks, and Recreation Experiences and Activities

? Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable

Policy Agenda

Policy agenda items are issues that need direction or a policy decision or a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies. The policy agenda is divided into top priorities and high priorities.

2024 2026 Top Priorities (in alphabetical order):

? Air Service Future Strategy and Action Plan: Major Airline Hub Connections

? Central Avenue Revitalization Plan Implementation

? Construction of 14th Street Railroad Overpass and 16th Street Corridor Complete Streets Improvements: RAISE Grant and Matching Funds

? Police Department Staffing and Hiring

? Street Maintenance/Rehabilitation Program

2024 2026 High Priorities (in alphabetical order):

? Catfish Creek Sanitary Sewer Project: Old Mill Road Lift Station Project

? Chaplain Schmitt Island Development

- ? City Workforce Retention and Attraction
- ? Comprehensive Study of Fire Station Locations and Staffing

? Parks Maintenance/Refresh Action Plan

Mr. Sumek then led a discussion with the City Council on Section 9 ? Governance: Our Mayor - City Council and City Manager in Action, with input from City Manager Van Milligen and City Attorney Brumwell.

Mayor Cavanagh concluded the session by expressing his gratitude to the City Council, city staff, and Mr. Sumek for their efforts. He also recommended maintaining the gap between sessions 2 and 3 in future goal settings.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:50 p.m.

/s/Adrienne N. Breitfelder

City Clerk

It 8/30

**STATE OF IOWA
DUBUQUE COUNTY**

SS:

CERTIFICATE OF PUBLICATION

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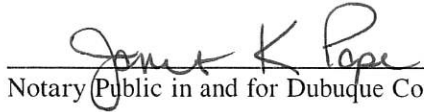
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and for which the charge is 429.21

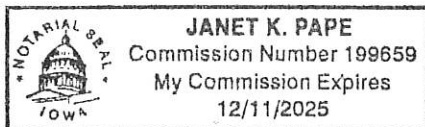


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 13th day of September, 2024



Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on September 3, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

SWEARING IN

Mayor Cavanagh swore in Mayor Pro Tem Susan Farber.

PROCLAMATION(S)

1. Nathaniel and Charlotte Morgan Peace Week (September 1 - 7, 2024) was accepted by Brian Hallstoos and Ernestine Moss on behalf of the Nathaniel Morgan Memorial Committee.

2. Days of Peace and Nonviolence (September 6 - 30, 2024) was accepted by R.R.S. Stewart and Art Roche on behalf of the Dubuque International Day of Peace Coordinating Committee.

3. Hispanic Heritage Month (September 15 - October 15, 2024) was accepted by Yara Lopez and Sergio Perez on behalf of Dubuque Unidos and Loras Colleges LULAC.

CONSENT ITEMS

Council Member Wethal requested Item No. 15 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 No. 15. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: Historic Preservation Commission of July 18, 2024; Library Board of Trustees Update of July 25, 2024; Park and Recreation Commission of July 9, 2024; Resilient Community Advisory Commission of July 11, 2024; Zoning Advisory Commission Draft Minutes of August 7, 2024; Zoning Board of Adjustment of July 25, 2024; Proof of Publication for City Council Proceedings of July 29 and August 5, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Keith Clark 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: Keith Clark for vehicle damage; Jeff Jones 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. 263-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Resolution Approving Fund Transfers to Golf Capital Fund in Fiscal Year 2024 Period 13: Upon motion the documents were received and filed, and Resolution No. 264-24 Authorizing the Chief Financial Officer to make the appropriate interfund

transfers of sums and record the same in the appropriate manner for the FY 2024 for the City of Dubuque, Iowa was adopted.

6. Acceptance of Sanitary Sewer Improvements across Switch Development at JFK, LLC Property at the Intersection of West 32nd Street and JFK Road in Dubuque: Upon motion the documents were received and filed, and Resolution No. 265-24 Accepting Public Sanitary Sewer Improvements Across Part of Lot 1 of Switch Development @ JFK No.1, in the City of Dubuque, Iowa was adopted.

7. Proceedings to Complete Action on the Issuance of \$2,536,000 Sewer Revenue Bonds, Series 2024 (State Revolving Loan Fund Program) Granger Creek Sanitary Sewer Improvement Projects: Upon motion the documents were received and filed, and Resolution No. 266-24 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$2,536,000 Sewer Revenue Bonds, Series 2024 and other documents related to the Series 2024 Bonds was adopted.

8. Dubuque Cellular Telephone, L.P. Second Amendment to Lease Agreement for Equipment Upgrades and Extended Term for Cell Tower Located at 1575 West Third Street: Upon motion the documents were received and filed, and Resolution No. 267-24 Approving the Second Amendment to Lease Agreement by and between the City of Dubuque and Dubuque Cellular Telephone, L.P. for equipment upgrade and extended term was adopted.

9. Kwik Trip, Inc. Property Right of Way Plat and Dedication for Future Roundabout Improvements at the Intersection of Airborne Road and Seippel Road: Upon motion the documents were received and filed, and Resolution No. 268-24 Approving the Acquisition Plat of Lot 1A and Lot 1B of Airborne Place, in the City of Dubuque, Iowa was adopted.

10. Resolutions Supporting Iowa State Historic Preservation Tax Credit Part 2B Applications: Upon motion the documents were received and filed, and Resolution No. 269-24 In support of Iowa State Historic Preservation Tax Credit Part 2B Application submitted to the Iowa Economic Development Authority by First Congregational Church for a Historic Rehabilitation Project at 1044 Locust Street; Resolution No. 270-24 In support of Iowa State Historic Preservation Tax Credit Part 2B Application submitted to the Iowa Economic Development Authority by St. Elias The Prophet Greek Orthodox Church for a Historic Rehabilitation Project at 419 N. Grandview Ave; and Resolution No. 271-24 In support of Iowa State Historic Preservation Tax Credit Part 2B Application submitted to the Iowa Economic Development Authority by St. Raphaels Convent and School and St. Raphaels Cathedral Church for a Historic Rehabilitation Project at 231 Bluff Street were adopted.

11. Letters of Designation to the Iowa Economic Development Authority for Local Grayfield Tax Credit Projects: City Manager transmitted letters provided to local developers to accompany their applications to the Iowa Economic Development Authority (IEDA). Upon motion the documents were received and filed.

12. Resolution of Support for an Application to Iowa Economic Development Authoritys Challenge Grant Program for a Project at 980 Main Street: Upon motion the documents were received and filed, and Resolution No. 272-24 In support of Main Street Challenge Grant Application submitted to the Iowa

Economic Development Authority by Dubuque Main Street for the rehabilitation project at 980 Main Street was adopted.

13. Updated Creating Housing Opportunities Handout: Upon motion the documents were received and filed.

14. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 273-24 Authorizing the City to collect delinquent grass and weed cutting and garbage collection charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of Dubuque, Iowa was adopted.

15. Nature Everywhere Accelerator Community Letter of Support and Appointment of City Representative to Leadership Team: Motion by Wethal to receive and file the documents and approve the City's active participation in the Nature Everywhere Accelerator Community and approve appointing Leisure Services Director Marie Ware to the Nature Everywhere Community team. Seconded by Sprank. The City Council praised the collaboration between the city and its partners on this initiative, noting that it could potentially secure funding for outdoor activities. Motion carried 7-0.

16. Signed Contract(s): Subaward Agreement with the Dubuque County Board of Health for the Childhood Lead Poisoning Prevention Program. Upon motion the documents were received and filed.

17. Retail Alcohol License Refund - Gold Standard Athletics: Request from Gold Standard Athletics for a refund of the Liquor License No. BW0097344 located at 555 John F. Kennedy Rd. Suite 415 due to business closing. Upon motion the documents were received, filed, and approved.

18. USEPA Brownfields Multipurpose Grant - E 24th Street Site Contaminated Soil Removal Project (Comiskey Park Property) - Request to Award Project to Qualified Bidder: Upon motion the documents were received and filed, and Resolution No. 274-24 Awarding Public Improvement Construction Contract and authorizing payment for the USEPA Brownfields Multipurpose Grant E. 24th Street Site Contaminated Soil Removal Project was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. Water Treatment Plant SCADA System Upgrade Project - Project Initiate and Set the Public Hearing: Upon motion the documents were received and filed and Resolution No. 275-24 Water Treatment Plant SCADA System Upgrade Project: preliminary approval of plans, specifications, form of contract, and estimated cost; setting the date of the 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 September 16, 2024 in the Historic Federal Building.

2. Setting a Public Hearing for the Vacating of a portion of a Storm Water Detention Basin Access Easement across a Part of Lot 2 of Cedar Ridge Farm Place # 10, in the City of Dubuque, Iowa, common address 3100 Cedar Crest Ridge: Upon motion the documents were received and filed and Resolution No. 276-24 Intent to vacate and dispose of city interest in a portion of a Storm Water Detention Basin Access Easement Through, Over,

And Across Part Of Lot 2 Of Cedar Ridge Farm Place # 10, in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 16, 2024 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Board of Library Trustees: One, 4-Year term through July 1, 2028 (Vacant term of Armstrong). Applicants: Tom Brennan, 3275 Cider Rdg.; Diann Guns, 1715 Diane Ct.; Nicole O'Brien, 2691 Ravens Oaks Dr. Upon roll call vote, Guns was appointed to the term, receiving all 7 votes.

2. Historic Preservation Commission: Two, 3-Year terms through July 1, 2027 (Vacant At-Large terms of Cassill and Doyle). Applicants: Bill Doyle, 1591 White St.; Cole Hansen, 408 Burch St.; Heidi Pettitt, 3116 Central Ave. Upon roll call vote, Doyle and Pettitt were appointed to the terms, respectively receiving all 7 votes.

3. Housing Commission: Two, 3-Year terms through August 17, 2027 (Expiring terms of Janes and Kehoe). Applicants: Ross Janes, 2741 Muscatine St.; Renee Kehoe, 1209 Lincoln Ave. Motion by Roussell to appoint Janes and Kehoe to the terms. Seconded by Farber. Motion carried 7-0.

4. Housing Trust Fund Advisory Committee: Two, 3-Year terms through August 17, 2027 (Expiring terms of Becwar and Holz). Applicants: Michelle Becwar, 2115 Coates St.; Jim Holz, 3010 Indiana Ct. Motion by Jones to appoint Becwar and Holz to the terms. Seconded by Farber. Motion carried 7-0.

5. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2027 (Expired term of McGrath). Applicant: Beth McGrath, 2385 Clarke Crest Dr. Motion by Wethal to appoint McGrath to the term. Seconded by Roussell. Motion carried 7-0.

PUBLIC HEARINGS

1. Resolution Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.1: Motion by Roussell to receive and file the documents and adopt Resolution No. 277-24 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2024.1. Seconded by Wethal. Motion carried 7-0.

2. Resolution Approving an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.2: Motion by Resnick to receive and file the documents and adopt Resolution No. 278-24 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2024.2. Seconded by Wethal. Motion carried 7-0.

3. Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC to Redevelop Property at 1706 Central Avenue: Motion by Resnick to receive and file the documents and adopt Resolution No. 279-24 Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC, including the proposed issuance of urban renewal tax increment revenue obligations relating thereto. Seconded by Jones. Motion carried 7-0.

4. Keymont Drive Pavement Rehabilitation Project Public Hearing: Motion by Farber to receive and file the documents and adopt Resolution No. 280-24 Approval of plans, specifications, form of contract, and estimated cost for the

Keymont Drive Pavement Rehabilitation Project. Seconded by Jones. Martha Lovett, 3452 Keymont Dr., spoke in support of the project. City Clerk Breitfelder stated that Ms. Lovett also submitted written input. In response to City Council questions, City Manager Van Milligen explained that a private developer had installed the permeable pavers with poor workmanship. Assistant City Engineer Bob Schisel stated that permeable pavement allows water to infiltrate the ground, therefore, switching to more economical asphalt would increase runoff. Civil Engineer II Jon Dienst confirmed that all the pavers will be replaced. City Council Members thanked the Keymont Dr. residents for their persistent follow-up on concerns, noting that the situation highlights why permeable pavement is not consistently used on public streets. Motion carried 7-0.

PUBLIC INPUT

Jenna Hirtz, Executive Director of the Dubuque Arboretum and Botanical Gardens, spoke on Action Item No. 9, expressing concerns about allowing pets on their grounds.

City Clerk Breitfelder announced that written input was received on Action Item No. 9 from the following individuals: Lorna Costello; Jessica Riedl, 2215 Green St.; Kathy and Jeff Roberts, Wheatland Dr.; Arthur Gilloon, 535 Heritage Dr.

ACTION ITEMS

1. Proposed Property Maintenance Code Amendments modifying requirements for battery operated smoke alarms and an amendment to require GFCI protection for receptacles that are closer than six feet from a water source: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. In response to questions, Assistant Housing and Community Development Director Michael Belmont discussed the lifespan of smoke alarms and mentioned that staff have notified suppliers about the upcoming change. Mr. Belmont clarified that the requirement for sealed, tamper-resistant 10-year battery powered smoke alarms applies only to properties that do not have hardwired smoke alarms. He also noted that the proposed change has been shared with the Dubuque Area Landlords Association and that staff will collaborate with the Public Information Office to inform the public. City Attorney Brumwell stated that Iowa Code ?10A.518 prohibits tampering with smoke alarms. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 49-24 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J- 2 International Property Maintenance Code Amendments. Seconded by Farber. Motion carried 7-0.

2. Proposed International Fire Code Amendments modifying requirements for battery operated smoke alarms: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 50-24 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1

Building Codes, Article F Fire Code and Regulations, Section 14-1E-2 International Fire Code Amendments. Seconded by Sprank. Motion carried 7-0.

3. Proposed International Residential Code Amendments modifying requirements for battery operated smoke alarms: 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. In response to a question, Mr. Belmont stated that this amendment applies to new construction. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 51-24 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article B Residential Code, Section 14-1B-2 International Residential Code Amendments. Seconded by Wethal. Motion carried 7-0.

4. Parking Access and Revenue Control System (PARCS) equipment purchase: Motion by Jones to receive and file the documents and approve replacing the current Parking Access and Revenue Control System (PARCS) equipment in the city's six parking ramps that is past its useful life through vendor Amano McGann who was selected and recommended in the City's formal RFP process. Seconded by Wethal. In response to City Council questions, Transportation Services Director Ryan Knuckey noted a six-month lead time for parking equipment, which was previously discussed in a work session and identified as an urgent need. The new equipment will include gates and license plate readers (LPR) to automatically grant access to registered permit holders. Once the construction schedule is finalized, staff will confirm the communication plan. Motion carried 7-0.

5. Tax Increment Ordinance for the Greater Downtown Urban Renewal District, Version 2024.1 of the Amended and Restated Plan: 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. 52-24 Amending Ordinance No. 8-22, as amended, providing that general property taxes levied and collected each year on all property located within the Greater Downtown Urban Renewal District of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, by adding the Roosevelt Street Subarea to the division of revenues. Seconded by Wethal. Motion carried 7-0.

6. Tax Increment Ordinance for the Greater Downtown Urban Renewal District, Version 2024.2 of the Amended and Restated Plan: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by

Farber. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 53-24 Amending Ordinance No. 52-24, as amended, providing that general property taxes levied and collected each year on all property located within the Greater Downtown Urban Renewal District of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with The Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, by adding the Roosevelt Street Subarea to the division of revenues. Seconded by Farber. Motion carried 7-0.

7. Old Mill Road Lift Station and Force Main Project - Phase I Award Construction Contract: Motion by Resnick to receive and file the documents and adopt Resolution No. 281-24 Awarding Public Improvement Contract for the Old Mill Lift Station and Force Main Project Phase I. Seconded by Sprank. Motion carried 7-0.

8. Well No. 7 Rehabilitation Project 2024 - Phase 2 Award Construction Contract: Motion by Jones to receive and file the documents and adopt Resolution No. 282-24 Awarding Public Improvement Construction Contract for the Well No. 7 Rehabilitation Project 2024 Phase 2. Seconded by Wethal. Motion carried 7-0.

9. City Council Request Regarding Dogs in Parks: Motion by Jones to receive and file the documents and refer to City Council for discussion on a process related to the City Council request to consider allowing dogs in the remainder of the parks that currently do not allow it. Seconded by Farber. The City Council emphasized that this is the beginning of the discussion and will focus only on Murphy Park and Eagle Point Park. Council Members considered both the pros and cons of allowing pets in parks and expressed interest in a recommendation from the Parks and Recreation Commission. The Council also encouraged continued public feedback. Motion carried 7-0.

10. Welcome Back from the SRO Bunch Video: Motion by Jones to receive and file the documents and view the video. Seconded by Resnick. Public Information Office staff showed a back-to-school video featuring this year's School Resource Officers. The video can be viewed at https://youtu.be/YuAwGjnrGVk?si=9xrFyC_FBWKXj0tD. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Mayor Cavanagh reported that the City Council recently completed its annual goal-setting session and announced the return of daily commercial air service to Dubuque through Denver Air Connection.

Council Member Jones reported on the Branching Out Dubuque tree planting event, the Dubuque Racing Association (DRA) grant recipient reception, the Labor Day Parade, and a video of Iowa State Troopers at the Iowa State Fair.

Council Members Roussell and Wethal both reported on the Branching Out Dubuque tree planting event.

Council Member Farber reported on her participation in the National League of Cities Information Technology (IT)

Committee.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:27 p.m. to discuss Confidential Records, Pending Litigation, Professional Evaluation(s), and Purchase or Sale of Real Estate Chapter 21.5(1)(a),(c),(i),(j) Code of Iowa. Seconded by Resnick.

Mayor Cavanagh stated for the record that the attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and Senior Counsel Barry Lindahl. Motion carried 7-0.

The City Council reconvened in open session at 10:11 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:11 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 9/13

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Kira Kieffer and John Liphardt for vehicle damage; Jacob Ludwig for vehicle damage; Dennis Thein for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

- ATTACHMENTS:**
- 1. Claim by Kira Kieffer and John Liphardt
 - 2. Claim by Jacob Ludwig
 - 3. Claim by Dennis Thein

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Ryan Knuckey

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: Kira Kieffer & John Liphardt
2. Address: 2330 Knob Hill Drive
City: Dubuque State: Iowa Zip: 52003
3. Telephone Number: (663) 543-4690
4. Date of Incident: 7-27-24
5. Time of Incident: 11:28
6. Location of Incident (Be specific): The last parking space on the right side of Locust St. and the corner of W. 11th St.
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.)
As Kira was finishing parking and stopped, a City bus driven by Brian Kelley made contact with the drivers side front of our Jeep.
8. What were weather conditions like? Sunny & Dry
9. Give name and address of any witnesses: _____
10. Did police investigate? (If so, give names of officers.)
Yes Officer Dave Bakken
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, ABRA has quoted us \$1,263.55 to repair our 2024
Jeep Grand Cherokee Limited (paint damage and trim)

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

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

No

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

\$1,263.55

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

Our vehicle was stationary and in a parking spot. The City bus should have
had more than enough room to reach the bus stop

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 25th day of August, 2024.

John Liphardt III (Signature)

John Liphardt III (Print Name)

(Rev. 5/18)

City Clerk's Office
Dubuque, IA

24 SEP 24 PM 2:09

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mum
Legal
Arielle Swift

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

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

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

1. Name of Claimant: Jacob Ludwig
2. Address: 2542 Washington St
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563-542-8233
4. Date of Incident: 9/29/24
5. Time of Incident: 5 PM CST
6. Location of Incident (Be specific): alleyway between 9th St and W 9th and W 10th St

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.)

Driver Driving back home from Hy-Vee on ramped
on 1st to hit a foot deep hole and flip my vehicle

8. What were weather conditions like? Sunny
9. Give name and address of any witnesses: nil
10. Did police investigate? (If so, give names of officers.)

no

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

Jacob Ludwig 2542 Washington St left arm and
leg injured

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.)

~~moped~~ moped is totaled and does not turn with the wheel almost at a 90 degree angle

13. What other damages do you claim, if any? Just moped being totaled

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?

any / N/A

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

part of a one way street next to a busy parking lot

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

N/A

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 1 day of October, 2024.

Jacob Ludwig (Signature)

Jacob Ludwig (Print Name)

24 OCT - 1 PM 4:48
City Clerk's Office
Dubuque, IA

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Ariclle Swift

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

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

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

1. Name of Claimant: Dennis Lhein
2. Address: 2410 Broadway S.T. A.P.T.C
City: Dubque State: Iowa Zip: 52001
3. Telephone Number: 563-543-7671
4. Date of Incident: 9/25/24
5. Time of Incident: 12:30
6. Location of Incident (Be specific): 1610 Jackson S.T. in front of
Jan groh House to Pick Her up
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.)
A Pull up in front of Janine groh House to Pick up for a Doctor APP at 1610 Jackson
St. & then text her at 1225 and told her all be right then to Pick her up & was there at 1225
since was about get in my truck that when city Truck Back into truck & had my 4 flash on to
8. What were weather conditions like? Good
9. Give name and address of any witnesses: Jan groh and city of Dub Public works
10. Did police investigate? (If so, give names of officers.)
officer Chris Skorski Skorski Badge no 65 B
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.)

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

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.)

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

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

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

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 1 day of October, 2024

Dennis Thein (Signature)

Dennis Thein (Print Name)

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Kira Kieffer and John Liphardt for vehicle damage; Jacob Ludwing for vehicle damage; Dennis Thein for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Concur
ATTACHMENTS:	
	1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/1/2024

RE: Claim Against the City of Dubuque by Kira Kieffer and John Liphardt

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Kira Kieffer and John Liphardt	9/24/2024	7/27/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged due to being struck by a City bus.

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

cc: Michael C. Van Milligen, City Manager
Ryan Knuckey, Director of Transportation Services
Kira Kieffer and John Liphardt

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/3/2024

RE: Claim Against the City of Dubuque by Jacob Ludwig

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Jacob Ludwig	10/1/2024	9/29/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's moped was damaged when Claimant struck a pothole in the alleyway between 9th Street and 10th Street.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Jacob Ludwig

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/1/2024

RE: Claim Against the City of Dubuque by Dennis Thein

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Dennis Thein	10/1/2024	9/25/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged due to being struck by a City vehicle.

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

cc: Michael C. Van Milligen, City Manager
Steve Fehsal, Park Division Manager
Dennis Thein

City of Dubuque
City Council

CONSENT ITEMS # 4.

ITEM TITLE:	Approving 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 10.7.24
 - 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: September 30, 2024

Finance is submitting the following expenses to City Council for approval at the October 7, 2024 meeting. Payments on these expenses will be made October 9, 2024.

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

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 10-09-2024

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
A & G ELECTRIC COMPANY	\$ 1,074.36	Repair and Retrofit non-working HPS Five Flags Ram
ACCURATE ANALYTICAL TESTING	18.00	2561 Jackson EBL Dust Wipes Shipping
ACCURATE ANALYTICAL TESTING	32.00	2561 Jackson EBL Dust Wipes
Adam William Ament	1,947.52	2024 Concrete in the Public ROW - Ament
Advanced Turf Solutions, Inc.	1,040.00	Turf Chemicals
Advanced Turf Solutions, Inc.	181.10	Golf Specialty Supply
ADVANTAGE COMPANIES	3,380.00	Microfilm of Telegraph Herald for Library Coll
AECOM TECHNICAL SERVICES INC	2,110.37	22200328
AHMANN'S LAWN CARE INC	1,437.63	Irrigation Supplies for MSC
AIRGAS USA LLC	4.80	Small Acetylene, Oxygen & Nitrogen Tank Rentals
AIRGAS USA LLC	2.40	Liquid Oxygen - FY25
AIRGAS USA LLC	2.40	Large Argon Tank Rental 6/1/2024 - 6/30/2024
AIRGAS USA LLC	3,399.82	Liquid Oxygen - FY25
AIRGAS USA LLC	3,439.19	Liquid Oxygen - FY25
AIRGAS USA LLC	3,415.71	Liquid Oxygen - FY25
AIRGAS USA LLC	2,159.51	Liquid Oxygen - FY25
AIRGAS USA LLC	6.83	Medical Oxygen for Ambulances
AIRGAS USA LLC	18.74	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,440.57	Liquid Oxygen - FY25
AIRGAS USA LLC	3,036.57	Liquid Oxygen - FY25
AIRGAS USA LLC	3,428.82	Liquid Oxygen - FY25
AIRGAS USA LLC	2,599.90	Airgas Tank & Vaporizer Rental - FY25
ALL STAR ENVIRONMENTAL LLC	530.00	980 Thomas Nuisance Clean Up
ALLIANT ENERGY	24.13	Energy Costs for Various Locations
ALLIANT ENERGY	21.41	Alliant 0539621000 12th Bluff Lot FY25
ALLIANT ENERGY	2,434.66	0557811000 PORT RAMP FY25
ALLIANT ENERGY	75.24	Energy Costs for Various Locations
ALLIANT ENERGY	814.04	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	550.40	Alliant 1477501000 5th Bell Lot FY25
ALLIANT ENERGY	1,432.63	Alliant 1522511000 5th St Ramp FY25
ALLIANT ENERGY	1,445.89	Energy Costs for Various Locations
ALLIANT ENERGY	26.89	Energy Costs for Various Locations
ALLIANT ENERGY	85.21	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	55.91	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	1,556.23	Energy Costs for Various Locations
ALLIANT ENERGY	27.46	Energy Costs for Various Locations
ALLIANT ENERGY	167.73	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	1,133.68	FY25: 1503 W. 3rd St - Cell Tower Electricity
ALLIANT ENERGY	160.89	Energy Costs for Various Locations
ALLIANT ENERGY	24.68	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	524.99	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	25.41	Energy Costs for Various Locations
ALLIANT ENERGY	46.38	Energy Costs for Various Locations
ALLIANT ENERGY	111.89	Alliant 6477860931 12th Elm Lot FY25
ALLIANT ENERGY	2,335.24	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	4,606.30	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	3,081.24	Energy Costs for Various Locations
ALLIANT ENERGY	33.48	FY25: 2543 White St - SCADA Flow Meter Electricity
ALLIANT ENERGY	771.79	0557811000 PORT RAMP FY25
ALLIANT ENERGY	2,277.28	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	17,096.21	WRRC Electrical Expense - FY25
ALLIANT ENERGY	19,461.62	WRRC Electrical Expense - FY25
ALLIANT ENERGY	19,872.49	WRRC Lift Stations - Electricity Expense FY25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALTORFER INC	53.77	Unit 2617: Element Parts
ALTORFER INC	51.44	Stock Switch AS
ALTORFER INC	102.06	Stock Spider and Switch AS
ALTORFER INC	277.04	LF- Padlocks
AMY S MUCHMORE	25.19	Mileage reimbursement for staff training day
ANDREW P SPRENGELMEYER	413.42	Travel Reimbursement to attend Peer Support
AT&T Mobility National Accounts, LLC	7,240.32	AT&T Monthly First Net Charges Sept 2024
AT&T Mobility National Accounts, LLC	15,369.75	Cellular Service for Department Plus Equipment
AV FUEL	1,559.12	Filters for testing aviation fuel
AV FUEL	19,867.28	Aviation fuel for resale
AV FUEL	575.18	Placards and dust covers-fuel trucks and equipment
B L MURRAY COMPANY INC	249.24	Cleaning supplies
Badger Meter, Inc	900.00	Data/Cell. Renewal for Hydrant Press. Mon./Logger
BAKER & TAYLOR CO BOOKS	1,474.56	Library materials for the adult collection
BAKER & TAYLOR CO BOOKS	1,779.93	Library materials for the adult collection
BIG A AUTO PARTS & SERVICE	169.95	Unit 1810 Service transmission fluid
BLACK HILLS/IOWA GAS UTILITY CO	37.05	FY25: 1805 Central Ave Suite 2 - Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	42.06	FY25: 1157 Central Ave - MFC Building Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	41.84	DMASWA 8/26/2024 - 9/24/2024
BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	42.45	FY25: 1101 Central Ave - Colts Building Natural Ga
BLACK HILLS/IOWA GAS UTILITY CO	124.99	FY25: 305 W. 6th St - Federal Building Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	39.05	FY25: 1300 Main St - City Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	67.06	FY25: 1805 Central Ave Suite 1 - Natural Gas
BLACKSTONE AUDIO BOOKS	(20.00)	CD Audio books for adult collection
BLACKSTONE AUDIO BOOKS	(335.80)	CD Audio books for adult collection
BLACKSTONE AUDIO BOOKS	309.39	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	49.99	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	38.94	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	82.39	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	107.80	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	38.95	Adult CD Audio Books 7/1/24 to 6/30/25
Bolton and Menk Inc.	35,427.92	Central & White - Corridor Traffic Study
Bradley M Cavanagh	492.52	IA League of Cities Conference 9/17-9/20/24 - Mayo
Brandon Avenarius	1,000.00	Hydroseed - 660 W 32nd St Swale
BRIAN S FELDOTT	173.61	Mileage Reimbursement
CENGAGE LEARNING INC	27.99	Adult large print books - materials
CENGAGE LEARNING INC	23.19	Adult large print books - materials
CENGAGE LEARNING INC	29.59	Adult large print books - materials
CENTER POINT INC	50.34	large print books for adult collection
CHEMSEARCH	591.95	Cooling Tower Chemicals
CHEMSEARCH	656.20	Cooling Tower Chemicals
CHEMSEARCH	759.95	LF Inside Out, 2x2.5 Gal, NAC FE
CHRISTOPHER J LESTER	362.74	SEPTEMBER 2024 MILEAGE FOR CHRIS LESTER
CINTAS CORP	57.78	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	203.07	Cintas Ramp Rugs FY25
CINTAS CORP	577.86	Various Maintenance - FY25
CINTAS CORP	662.92	Various Maintenance - FY25
CINTAS CORP	662.92	Various Maintenance - FY25
CINTAS CORP	325.13	Various Maintenance - FY25
CINTAS CORP	203.07	Cintas Ramp Rugs FY25
CINTAS CORP	662.92	Various Maintenance - FY25
CINTAS CORP	614.28	Rugs/Towels for the WRRRC-FY25
CINTAS CORP	662.92	Various Maintenance - FY25
CINTAS CORP	48.12	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	397.00	Various Maintenance - FY25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	88.11	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	16.84	Various Maintenance - FY25
CINTAS CORP	51.00	Various Maintenance - FY25
CINTAS CORP	662.92	Various Maintenance - FY25
CINTAS CORP	57.78	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	662.92	Various Maintenance - FY25
CINTAS CORP	187.71	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	194.94	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	292.13	Various Maintenance - FY25
CINTAS CORP	56.37	Janitorial Supplies- BHGC
CINTAS CORP	16.84	Various Maintenance - FY25
CINTAS CORP	51.00	Various Maintenance - FY25
CINTAS CORP	799.07	Various Maintenance - FY25
CINTAS CORP	568.43	Rugs/Towels for the WRRC-FY25
CINTAS FIRST AID & SAFETY	12.30	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	194.32	FY2025 First Aid Supplies
Rachel Boeke	300.00	se24-096 damage refund
CITY OF CEDAR RAPIDS	9,162.12	Excess Flow Tank Loads - 7/1/24-7/31/24
City of Des Moines	32,472.78	Liquid Hauled Waste from Excess Flow Tank-July 24
CITY OF DUBUQUE IOWA/FIVE FLAGS	25.00	Trick or Treat Event LHH21
CLARKE UNIVERSITY	218.87	FY2025 Franchise Fees
CLARKE UNIVERSITY	4,223.38	FY2025 Franchise Fees
COMMUNICATIONS ENGINEERING CO	500.00	Annual Billing 2024-2025 Analog Phone Line
COMMUNICATIONS ENGINEERING CO	1,106.75	Sophos XG 310 Standard Protection-5 Month
COMMUNICATIONS ENGINEERING CO	200.00	Network Equioment for Well Field
COMMUNICATIONS ENGINEERING CO	255.00	West 3rd St. Underground Water Tank Network Gear
COMMUNICATIONS ENGINEERING CO	1,305.00	Schmitt Island Networking
CONSOLIDATED FLEET SERVICES INC	2,702.40	Ladder Services
CONSTELLATION NEW ENERGY GAS DIV	8,210.72	Natural Gas - FY25 - Constellation
CONTINENTAL FIRE SPRINKLER CO	475.00	Annual (August) Inspection- Fire Protection MSC
Cottingham & Butler Insurance Services Inc	2,917.00	Ongoing Consulting payments 10-1-24 to 10-1-25
CURT'S SIGNATURE SIGN	3,250.00	Municipal Service Center Front Desk Wall Wrap
CURT'S SIGNATURE SIGN	2,400.00	12.50in x 5.00in Wall Wrap Vinyl
DAN ARENSDORF CONSTRUCTION	720.00	Pulverized top soil delivered to MSC 082924
DEBRA A SEARLES	25.73	SEPTEMBER 2024 MILEAGE FOR DEB SEARLES
DELAWARE CO SOLID WASTE COMMISSION	4,635.71	Delaware Co. Solid Waste Comm FY 2024 Q4
DESMAN, INC	15,800.00	Iowa Ramp Repairs & Maint Services
DESMAN, INC	8,462.54	2 Parking Garage Condition Assess/On Call
DIETZ ENTERPRISES LLC	5,361.04	2024 Concrete in the Public ROW - Dietz
DIETZ ENTERPRISES LLC	7,666.87	2024 Concrete in the Public ROW - Dietz
DITTMER RECYCLING INC	105.00	FY2025 BLANKET PO - TRASH AND RECYCLING CHARGES
DITTMER RECYCLING INC	212.66	Landfill Fees - 20 yrd/2 yrd - FY25
DITTMER RECYCLING INC	25.00	Document Shredding 041624
DITTMER RECYCLING INC	11,900.40	Landfill haul charges/inbound recycle
DITTMER RECYCLING INC	734.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	25.00	Document Shredding 082724
DITTMER RECYCLING INC	295.59	Weekly refuse and recycling pickup
DUBUQUE COUNTY RECORDER	69.00	Recording Fees - August 2024
DUBUQUE COUNTY TREASURER	2,664.00	Business park property taxes
DUBUQUE HOSE & HYDRAULICS	57.62	Gatch Sanitary-Hydraulic Hose Repair for Brush Cutt
DUBUQUE HOSE & HYDRAULICS	4.74	Unit 3410: Air Brake DOT Male Connection Tube
DUBUQUE HOSE & HYDRAULICS	12.29	Unit 3407: Flange Steel and Iron Pipe Plug
DUBUQUE HOSE & HYDRAULICS	16.14	Port: swivel, hose, crimp socket
DUBUQUE HOSE & HYDRAULICS	8.78	Unit 4911 D31085614DOT Push in male branch tee
DUBUQUE HOSE & HYDRAULICS	113.64	Landfill- Sling and Sawzall
DUBUQUE HUMANE SOCIETY	14,584.00	FY25 Contracted Service Fees

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DYNAMIC LIFECYCLE INNOVATIONS INC	1,830.11	Electronics Scrap Management Services
EAGLE POINT ENERGY ONE LLC	3,920.75	Solar Production AUGUST 2024
EAST CENTRAL INTERGOVERN ASSOC	25,000.00	FY25- DMATS Grant Match - 20% Local Match Funds
EASTERN IOWA EXCAV & CONCRETE LLC	1,388.47	N Grandview rehab
EBSCO SUBSCRIPTION SERVICE	304.99	Young Adult Periodicals for Collection
ECI SOFTWARE SOLUTION	11,885.25	Software License Renewal
EUROFINS ENV TESTING NORTH CENTRAL	451.95	NPDES - 09/04/24
EUROFINS ENV TESTING NORTH CENTRAL	149.80	AIH - 3rd Qtr 2024
EUROFINS ENV TESTING NORTH CENTRAL	149.80	DBQ Stamp - 3rd Qtr 2024
EUROFINS ENV TESTING NORTH CENTRAL	239.35	NPDES - 09/18/24
EXPRESS EMPLOYMENT PROFESSIONALS	2,055.68	I389-Sanitation Workers 09/22/24
FAST LANE MOTOR PARTS LLC	204.29	JOTC shop supplies
FEHR-GRAHAM & ASSOCIATES LLC	1,030.00	WELU PARK PLAYGROUND CONSULTATION/ENGAGEMENT
FITZGERALD FREELANCE LLC	19,800.00	MFC Second Floor Deconstruction
FOTH INFRASTRUCTURE & ENVIRO LLC	5,801.24	DBQ LANDFILL SCALE AREA PAVING PROJECT
FOTH INFRASTRUCTURE & ENVIRO LLC	14,260.06	FY2025 Engineering Services
GEISLER BROTHERS COMPANY	297.00	East UV Control Cabinet - Preventative Coating
GEISLER BROTHERS COMPANY	1,916.00	WRRC maintenance - 08/15/24
GEISLER BROTHERS COMPANY	5,105.10	Bld #62 - UV HVAC Repair
GEISLER BROTHERS COMPANY	22,123.50	Bld #80 HVAC Improvements - Phase 2
GENE C ROKUSEK	60.00	Unit 1829 service install Halfmoon break
GIESE SHEET METAL CO INC	337.50	MSC HVAC service call
GIESE SHEET METAL CO INC	1,350.00	MSC filter change 09/06/24
GILLIG LLC	63.18	2501 bulbs
GILLIG LLC	813.58	Unit 2501 Lamp and Regulator
GILLIG LLC	1,140.66	Stock Kit, MFS-121555 Brake Rebuild
GILLIG LLC	318.88	Unit 2694 hanger ASM LH
GILLIG LLC	136.48	Unit 2501 Speaker ASM, External, TB All
GRAYMONT WESTERN LIME INC	5,174.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,124.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREAT LAKES CHAPTER-AAAE	35.00	Annual membership-Dalsing
Haley D Francke	125.96	Mileage Reimbursement
HANLEY AUTO BODY INC	1,483.13	Unit 1705 Replace Bumper Covers and Lift Gate
HAUSERS WATER SYSTEMS INC	131.00	9" Mixed Bed Exch Tank - 09/23/24
HAWKINS INC	5,753.80	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	2,724.26	LF Svcs related to Annual Engineering Svcs FY24
Heartland Business Systems, LLC	26,119.00	Partner Support - Mitel
HENDERSON PRODUCTS INC	149,575.00	Truck boxes/snow and ice control equipment
HENDERSON PRODUCTS INC	149,575.00	Truck boxes/snow and ice control equipment
HENDERSON PRODUCTS INC	291.60	4001 parts
HENDERSON PRODUCTS INC	15.68	4002 parts
HENDERSON PRODUCTS INC	373.47	STOCK 160037 Sensor, Temp/Level, BHC W Shlosh Sh
HENDRICKS FEED & SEED CO INC	170.00	Terminal landscaping
HERBST UPHOLSTERY	100.00	Unit 1804 Rmv and replace seat cover and foam
HODGE COMPANY	381.96	Ford Lift Oil Change - 09/17/24
HOGLUND BUS CO INC	279.17	Stock Seatbelt
INGRAM LIBRARY SERVICES INC.	134.15	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	718.24	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	135.58	Teen Young Adult Print Materials for collection
INGRAM LIBRARY SERVICES INC.	400.46	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	605.05	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	96.08	Teen Young Adult Print Materials for collection
INTEGRATED PROCESS SOLUTIONS INC	2,012.50	Plaza 1 & Plaza 2 Lift SCADA Programming
IOWA DEPT OF NATURAL RESOURCES	95,607.92	Quarterly Solid Waste Tax Remittance- FY24 Q4
J & R SUPPLY COMPANY	2,195.00	Inlet Grate behind 2411 Millstone Dr
J & R SUPPLY COMPANY	2,300.00	Curb Supplies

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
J & R SUPPLY COMPANY	2,108.00	R. Helle Property-Culvers for Erosion
J & R SUPPLY COMPANY	2,400.00	Kent Seal
J & R SUPPLY COMPANY	105.00	Saddle fitting for Septage Receiving
J & R SUPPLY COMPANY	468.83	WINTER GEAR- GLOVES
J&R RENTAL LLC	1,296.50	Telehandler to install draft tube mixer
J&R RENTAL LLC	3,408.20	Telescopic boom used to repair Clarifier #1
J&R RENTAL LLC	21,345.00	Skyjack 3226 Scissors Lift
J&R RENTAL LLC	1,305.00	Telehandler to replace Grit Pump - Bld #10
JAMES A WIEZOREK	10,600.00	Misc City Owned Det. Basin Tree Clearing/Maint
JAMES J GRAVES	50.00	3907/3908 vinyl lettering
JAMES J GRAVES	60.00	4004 decals
JAMES J GRAVES	60.00	4005 decals
JAMES J GRAVES	45.00	4002 decal
JOEL C CROSS	214.72	Per Diem Peer Support Training
JOHNSON CONTROLS	1,481.20	Service Call - Bld #80 panel issues
KEY CITY CONCRETE CREATIONS	1,118.40	2024 Concrete in the Public ROW - Keller(Key City)
KEY CITY CONCRETE CREATIONS	779.36	2024 Concrete in the Public ROW - Keller(Key City)
KILBURG EQUIPMENT LLC	2,266.69	Unit 4246 Switch Pack Module and Parts
Kluesner & Co. Painting Inc	400.00	ST5-Finish new door & frame on 2nd Floor
Kluesner Sanitation LLC	65.00	Scrap steel from DMASWA to Alter
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 09/25
KRAEMERS WATER STORE INC	32.05	Bottled Water Service for the Landfill
KRAEMERS WATER STORE INC	52.05	Bottled Water Service for the Landfill
KYLE P REINERT	396.00	Tuition Reimbursement for summer 2024 term
LANGE SIGN GROUP	82.00	POD Sign Repair
LIME ROCK SPRINGS CO	65.40	BEVERAGES THROUGH JUNE 2025
LIME ROCK SPRINGS CO	519.88	BEVERAGES THROUGH JUNE 2025
LIME ROCK SPRINGS CO	(72.36)	BEVERAGES THROUGH JUNE 2025
Link Coatings, LLC	1,585.00	Powder coat railing for Scale
LOGAN CONTRACTORS SUPPLY INC	1,950.00	Streets dowels 02AUG24
LOGAN CONTRACTORS SUPPLY INC	5,948.64	3/4x18x3.5-12CD St Tectyl
MACQUEEN EQUIPMENT GROUP	4,150.00	3401 trash cart tipper
MACQUEEN EQUIPMENT GROUP	224.88	Unit 2704 Parts
MACQUEEN EQUIPMENT GROUP	696.70	Stock- Streamlight E-F, E-Flood Litebox, Orange LE
Marcus Leitzen	66.94	Gas from Academy for new officers
MARGARET N TURZA	25.19	Mileage reimbursement for staff training day
MARTIN EQUIPMENT OF IL INC	55.11	Unit 3227: Air Filters
MARTIN EQUIPMENT OF IL INC	47.70	Unit 3456 Wiper blades
MARTIN EQUIPMENT OF IL INC	116.14	Unit 3452 Pressure S
MARTIN EQUIPMENT OF IL INC	200.00	Unit 3453 Deductible for A/C repair
MARTIN EQUIPMENT OF IL INC	152.08	Unit 3210 filter element, engine air filter
MARTIN EQUIPMENT OF IL INC	257.67	Stock Shockmount m30x20 special
MARTIN EQUIPMENT OF IL INC	147.00	Unit 3476- Filler Cap
MAX SMITH CONSTRUCTION	7,994.87	Curbs: Delhi/S. Grandview & Garfield/Schiller
MAX SMITH CONSTRUCTION	545.35	Curbs: Delhi/S. Grandview & Garfield/Schiller
MCDERMOTT EXCAVATING	81,772.68	CONSTRUCTION OF 3 MINI PARKS
McDermott Wall and Floor Repair	950.00	Raise Sidewalk: 328 E. 10th St
MCGRATH AUTOMOTIVE GROUP INC	13.05	Unit 4903 Gasket and seal
MEDIACOM	176.90	INTERNET FOR TREE CREW
MEDICAL ASSOCIATES	9,921.90	Physicals for New Fire Employees
MERCURY IRON & STEEL CO	160.00	Recalibration for FBO deicing tools
METTA TECHNOLOGIES, INC	80,700.00	Bull Litter Fence with Canopy 2024
MICHAEL C VAN MILLIGEN	14.39	10/1/24 Business luncheon with Molly Grover
MICHAEL C VAN MILLIGEN	7.14	9/30/24 Business luncheon mtg with Kurt Strand
MIDWEST ALARM SERVICES INC	170.00	Locust Ramp Service Call

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MIDWEST PATCH/HI-VIZ SAFETY	8,414.00	Telespar & Anchor Materials
MIDWEST PATCH/HI-VIZ SAFETY	860.00	30 Inch HIP Stop Signs
Midwest Retail Acquisition, Inc.	3,201.96	Island Unit and Parts
MIDWEST TAPE LLC	293.13	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	536.06	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	18.74	Children's AV and Video materials for collection
MIKE FINNIN FORD LLC	171.82	1824 Arm Assembly front sus spord
MIKE FINNIN FORD LLC	119.22	Unit 1812 BB5Z 17528 DA: Blade Asy Wiper A01
MIKE FINNIN FORD LLC	900.10	Unit 1819 Front Differential Service Check and A
MIKE FINNIN FORD LLC	3,029.93	Unit 2618 Deductible for after market warranty
MIKE FINNIN FORD LLC	8,611.41	Unit 3102 service transmission replacement
MIKE FINNIN FORD LLC	2,460.22	Unit 0906 Service Brake Inspection
MIRACLE CAR WASH CORP	19.63	Car Wash for Vehicle# 0913-J. Brandt
MORRISON BROTHERS CO	927.37	LF 6"x6" x 5/16" angle cut 12ft (4 pcs)
MORRISON BROTHERS CO	54.39	LF 3/4"rd. C.R. 58" no cut, 1-1/2" ODx3/4" ID rd.
MORRISON BROTHERS CO	12.56	LF 5/16" rd. HR 19'-2" (1 length)
MORRISON BROTHERS CO	132.69	LF Tubing and Flat HR Materials
MULGREW OIL COMPANY	1,853.03	LF #2 PRM DYED DSL ULS15PPM 26 Sept
MULGREW OIL COMPANY	2,568.31	LF #2 PRM DYED DSL ULS15PPM 24 Sept
MUNICIPAL PIPE TOOL CO LLC	8,922.00	Kit, Granitenet-Software Module- Software Websync
MUNICIPAL PIPE TOOL CO LLC	670.86	Sewer repair parts 18SEP
MUNICIPAL PIPE TOOL CO LLC	652.15	Sewer tool repair 18SEP
MUNICIPAL PIPE TOOL CO LLC	163.63	Sewer repair parts 18SEP
NEWT MARINE SERVICE	675,808.79	Disaster Debris Removal Services
NICHOLAS L ROSSMAN	270.68	IUPLA Meeting Des Moines, IA 9/6/2024
NICHOLAS L ROSSMAN	358.36	Allstate Conf Chicago Illinois Travel
NICOLE C BREHM	160.00	Per Diem Peer Support Training
NORTHLAND PRODUCTS CO INC	199.95	8808E Service DM 30 8 Week
NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Agreement - FY25 - Storage
NUTRI JECT SYSTEMS INC	5,332.69	Biosolids Agreement - FY25 - Hauling
O'REILLY AUTOMOTIVE INC	59.97	Unit 1916 Antifreeze for service call
O'REILLY AUTOMOTIVE INC	59.97	Unit 1916 Antifreeze for service call #2
O'REILLY AUTOMOTIVE INC	(343.73)	N713020A Starter& Core Charge
O'REILLY AUTOMOTIVE INC	44.97	Stock Motor oil
O'REILLY AUTOMOTIVE INC	6.67	Stock Radiator Cap
O'REILLY AUTOMOTIVE INC	20.01	Unit 2501 Radiator Cap
O'REILLY AUTOMOTIVE INC	229.95	Unit 0556 Ceramic pads, brake pad, rotors
O'REILLY AUTOMOTIVE INC	109.96	Unit 2107 Brake pad, rotor
ORIGIN DESIGN CO	717.50	Reception Area/Front Desk Renovation
ORIGIN DESIGN CO	97.50	Municipal Service Center Reception Renovation
ORIGIN DESIGN CO	385.00	Municipal Service Center Reception Renovation
ORIGIN DESIGN CO	4,541.50	2023 Bridge Inspection Load Ratings
ORIGIN DESIGN CO	791.00	ENGINEERING SERVICES - GREEN ALLEY 12" WATER MAIN
ORIGIN DESIGN CO	1,687.00	Professional Services- Lead Svc Line Repl. Proj.
PASSPORT LABS INC	1,577.50	Passport Parking Meter App FY25
Peterbilt of Wisconsin	2,071.88	Stock 4707Q 23K Lining Reman Brake Shoe kit etc
Peterbilt of Wisconsin	609.88	Stock
Peterbilt of Wisconsin	(211.96)	ATXRM4707Q23STD 4707Q 23 Lining - Reman brake
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
QUAD OPTICAL SERVICES LLC	18,757.80	432F - DLEC to Penn Tanks - Fiber Cable Install
QUAD OPTICAL SERVICES LLC	12,661.40	Central - 11th to Locust Conn - Duct Lining
RACOM CORPORATION	14,965.38	UNIT 3456 new cameras/wifi
RACOM CORPORATION	330.00	Labor Tech- Pull Audio Inputs, Set Levels, Test
RACOM CORPORATION	1,560.00	Units 540002 540003 installation labor
RACOM CORPORATION	860.00	Unit 540005 radio install service
RADIO DUBUQUE INC	48.00	Denver Air Conn Marketing - New service ORD-DBQ

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RADIO DUBUQUE INC	252.00	Denver Air Conn Marketing - New service ORD-DBQ
RAM SERVICES LLC	100.00	1345 Glen Oak LHH21 Radon Testing
RAM SERVICES LLC	100.00	949 Clarke Dr LHH21 Radon Testing
Richard M Lammer	960.00	art @ library aug/sept 2024 sales
RILCO FLUID CARE	870.00	Bulk Fluids Refill
RILCO FLUID CARE	2,748.75	Bulk Fluids Refill
RIVER CITY STONE	71.65	JUL-DEC Various Stone
RIVER CITY STONE	246.04	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
Robert Munter	140.00	CHAIRS AND TABLES FOR HOUSING DEPT DAY AT WTP
ROEDER OUTDOOR POWER EQUIPMENT	2,035.00	Generator/Saw/Saw Blades
ROEDER OUTDOOR POWER EQUIPMENT	62.39	Parts for weedwackers
SADLER POWER TRAIN INC	3.72	Unit 3223 wide groove open back gromme
SADLER POWER TRAIN INC	116.65	Unit 4056 red hi count LED, mrk red LED, grommet
SADLER POWER TRAIN INC	184.75	Unit 1921 Straddle tube, rod
SADLER POWER TRAIN INC	54.66	Unit 1921 U bolt assembly
SAUNDERS OIL CO INC	2,493.88	LF Diesel Fuel #2 Dyed
SHANTE S WESTON	783.00	Tuition Reimbursement summer 2024 term
SIMON FIRE EQUIPMENT & REPAIR INC	3,218.40	Unit 1903 Motor Driver and Controller Display
SIMON FIRE EQUIPMENT & REPAIR INC	171.40	Unit 1906 Akron Repair kit
SIMON FIRE EQUIPMENT & REPAIR INC	244.90	Unit 1903 Balancer Assy
SIMON FIRE EQUIPMENT & REPAIR INC	600.00	Unit 130001 Aluminum Tupes
SISTER CITIES INTERNATIONAL INC	810.00	Sister City 2024 membership dues
SOFTCHOICE CORPORATION	55,883.76	Softchoice Server Licenses
SPECIAL MARKETS INSURANCE CONSULTAN	1,428.54	AmeriCorps August Health Insurance
Specialized Petroleum Services	934.80	Stock 245 Premium Diesel Fuel System Cleaner
SPRING GREEN LAWN CARE	195.30	MSC fuel/recycling area early fall visit
SPX CORPORATION	53.92	Genfare Printer paper
ST LUKES HEALTH - UNITYPOINT CLINIC	44.00	FY25 Drug Screens - 9/12/24
STEPHANIE J WEHR	385.10	Per Diem for Defense Tactics Instructor
STRAND ASSOCIATES INC	2,885.35	WRRRC SCADA Assistance-Tsk 24-06, 1154-053
STRAND ASSOCIATES INC	1,636.45	WRRRC Misc Service - FY21-Tsk 20-09-#1154-085
STRAND ASSOCIATES INC	290.00	Maus Park Pump Station
STRAND ASSOCIATES INC	1,696.01	SCADA on call services for flow meters
STRAND ASSOCIATES INC	500.00	Maus Park Pump Station
STRAND ASSOCIATES INC	210.44	Bergfeld Pond Outlet Structure Repair
STRAND ASSOCIATES INC	13,266.07	Schmitt Island Sanitary Project
SYDNEY A ALTHOFF	13.67	S Pregler mileage reimbursement
TC SouthAtlantic Inc.	4,775.00	MSC garage vehicle cleaner
TC SouthAtlantic Inc.	1,566.00	MSC garage vehicle cleaner refill kits
TC SouthAtlantic Inc.	3,207.00	MSC Garage Vehicle Cleaner Refill Kits
TERRACON	169.00	On Call Services - Chaplin Schmitt Trail
THE FISCHER COMPANIES	120.00	FY25 Parking Murphy Link Althoff
THE FISCHER COMPANIES	40.00	Parking
THE LOCKSMITH EXPRESS	24.00	LF keys
THE LOCKSMITH EXPRESS	130.00	Entrance Lever
THE METRIX COMPANY	297.91	FY2025 Franchise Fees
THERMO KING QUAD CITIES INC	41.76	Unit 2609 #10 E-Z Clip Splicer
THOMPSON TIRE & RETREAD	347.00	Unit 4011- Tire, Valve Stem, HD Field Trax
THOMPSON TIRE & RETREAD	120.00	Unit 3402 Unpaid labor on prior invoice 20078344
THOMPSON TIRE & RETREAD	4,639.82	UNIT 3223 wheel/tire service
THOMPSON TIRE & RETREAD	304.77	Unit 3408 tire replacement
THOMPSON TIRE & RETREAD	2,795.76	UNIT 3405 wheel/tire service
THOMPSON TIRE & RETREAD	692.00	Unit 3463 4 tires
THOMPSON TIRE & RETREAD	2,640.16	Unit 540003 Tire replacement and repair service
THOMPSON TIRE & RETREAD	1,844.00	Police STOCK tires
THOMPSON TIRE & RETREAD	161.00	Jule Bus Tire service

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THOMPSON TIRE & RETREAD	195.00	Unit 2683 axle align service
THOMPSON TIRE & RETREAD	393.00	Unit 3404 6 tire remount and wheel refurbish
THOMPSON TIRE & RETREAD	480.87	Unit 4004 Wheel replacement and repair
THOMPSON TIRE & RETREAD	929.40	Unit 3201 tire service
THOMPSON TIRE & RETREAD	598.27	Unit 3411 tire replacement
THOMPSON TIRE & RETREAD	(1,042.19)	20076311 Unit 3401 11R225 PC tires
THOMPSON TIRE & RETREAD	1,042.19	Unit 3401 Tire service
THOMPSON TIRE & RETREAD	76.00	Units 2620 2621 Tire Service Mnt/DSMT
THOMPSON TRUCK & TRAILER INC	8,562.53	Unit 3222 Repair Service - C&A Rear End Blew Up
THOMPSON TRUCK & TRAILER INC	(22.77)	Unit 1906 Switch air Cond Press L
THOMPSON TRUCK & TRAILER INC	32.35	Unit 3404: Strap, Muffler Support
THOMPSON TRUCK & TRAILER INC	119.96	Unit 3405 Sensor Assy Press
THOMPSON TRUCK & TRAILER INC	158.64	1839415C91 Sensor Assy Eng Oil Pres
THOMPSON TRUCK & TRAILER INC	568.70	Unit 2698 Gaskets, oil pans
THOMPSON TRUCK & TRAILER INC	206.90	Stock- Hub, Rear Wheel, R Iron
THOMPSON TRUCK & TRAILER INC	4.48	STOCK Seal D ring
THOMPSON TRUCK & TRAILER INC	40.32	Unit 3409 Bushing Dowel Axel
THOMPSON TRUCK & TRAILER INC	51.28	Unit 3408 Gaskets
THOMPSON TRUCK & TRAILER INC	448.84	Unit 3411- Replacement Part
THOMPSON TRUCK & TRAILER INC	229.77	Unit 3409 Gasket Pump, Hose Air Comp, Sensor Ass
THREE RIVERS FS INC	1.00	LP Tank Rental (2 Tanks)
THREE RIVERS FS INC	1.00	LP Tank Rental
THREE RIVERS FS INC	60.00	#33 Forklift Cylindar Cage Rental Fee
THREE RIVERS FS INC	43.65	Propane Tank for Fork Truck
TOP GRADE EXCAVATING INC	18,734.25	Key Way Drive San. Swr. & Erosion Stone
TOYS DONE RIGHT	1,534.80	Trk 0921 collision repair SUPPLEMENT PYMNT
TREASURER STATE OF IOWA ILEA	4,900.00	Academy Tuition
TSCHIGGFRIE EXCAVATING	1,697.30	Bld #10 - Cut hole in the Wall to add a garage doo
TSCHIGGFRIE EXCAVATING	16,975.90	Reroute Pump - Catfish Creek Lift Station
TSCHIGGFRIE EXCAVATING	9,826.47	Althausen St. Retaining Wall Repair Project
TURPIN DODGE OF DUBUQUE LLC	65.29	Unit 2702 lid armrehold
TURPIN DODGE OF DUBUQUE LLC	97.23	Unit 2903 glass spohold/mirhold
UNION HOERMANN PRESS	170.85	FY2025 Franchise Fees
US Peroxide LLC	15,101.10	Dose Waste Stream w/Ferric Chloride for Odor
VAN METER INDUSTRIAL INC	4,781.01	Repair VFD for DEWP-55-02
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
Vestis Group Inc (f/k/a Aramark)	103.09	Linens, table cloths, cleaning cloths
Vestis Group Inc (f/k/a Aramark)	105.14	Linens, table cloths, cleaning cloths
VOLUNTEER IOWA	9,276.00	Volunteer Iowa Support
Wastequip LLC	33,982.50	Aug 2024 Cart Purchase
Wastequip LLC	57,950.00	Aug 2024 Cart Purchase
WELU PRINTING COMPANY	717.27	S. Grandview Constr. Brochure w/ Mailing
WELU PRINTING COMPANY	163.13	#9 Return Envelopes
WELU PRINTING COMPANY	566.45	Hauled Waste Manifests
WELU PRINTING COMPANY	560.08	FOG Header Sheets (100 of each)
WESTPHAL & COMPANY, INC	7,270.60	MSC EV Charger Proj Payment #8
WESTPHAL & COMPANY, INC	1,444.00	Annual Burglar alarm monitoring & inspection
WESTPHAL & COMPANY, INC	11,100.00	Install a New Access Control System-16 Doors
WK CONSTRUCTION CO INC	13,916.72	2024 Asphalt Milling Project 2024-05
ZIEGLER INC	2,150.00	Generator Service
ZOOBEAN INC	1,545.00	Beanstack subscription Sep. 2024 to Sept. 2025
	<u>\$ 2,327,465.28</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
515150	10/2/2024	1800TShirts	\$	30.90 Uniform Planning Staff
1010816	9/25/2024	563 DESIGN PLLC	1,178.51	Locust Street Ramp
250300015	9/12/2024	7G DISTRIBUTING LLC	2,174.00	Alcohol Charges for Bunker Hill
250300036	9/19/2024	7G DISTRIBUTING LLC	838.90	Alcohol Charges for Bunker Hill
250300047	9/26/2024	7G DISTRIBUTING LLC	1,332.40	Alcohol Charges for Bunker Hill
1010779	9/25/2024	A & G ELECTRIC COMPANY	1,124.36	LED Replacement Five Flags Ramp
1010780	9/25/2024	ACCO UNLIMITED CORPORATION	92.33	HOSE REPAIR
1010780	9/25/2024	ACCO UNLIMITED CORPORATION	3,039.40	POOL CHEMICALS
1010780	9/25/2024	ACCO UNLIMITED CORPORATION	2,519.40	POOL CHEMICALS
1010780	9/25/2024	ACCO UNLIMITED CORPORATION	2,370.90	POOL CHEMICALS
1010780	9/25/2024	ACCO UNLIMITED CORPORATION	2,376.70	POOL CHEMICALS
1010780	9/25/2024	ACCO UNLIMITED CORPORATION	2,728.20	POOL CHEMICALS
1010780	9/25/2024	ACCO UNLIMITED CORPORATION	2,760.90	POOL CHEMICALS
1010821	9/25/2024	ACCURATE ANALYTICAL TESTING	60.00	1660 Iowa LHH21 Dust Wipes
1010821	9/25/2024	ACCURATE ANALYTICAL TESTING	65.00	441 Burch St LHH21 Dust Wipes
1010821	9/25/2024	ACCURATE ANALYTICAL TESTING	104.00	1689 Washington LHH21 Dust Wipes
1010821	9/25/2024	ACCURATE ANALYTICAL TESTING	130.00	Dust Wipes LHH21 9/24
1010821	9/25/2024	ACCURATE ANALYTICAL TESTING	104.00	2561 Jackson EBL Dust Wipes
1010821	9/25/2024	ACCURATE ANALYTICAL TESTING	65.00	816 Rose Apt 3 LHH21 Dust Wipes
1010756	9/18/2024	ADVANTAGE SHEET METAL INC	676.75	Old Engine House - 1st Fl A/C not Cooling
1010756	9/18/2024	ADVANTAGE SHEET METAL INC	1,150.40	Old Engine House - Prev Maint - Changed all Filter
1010756	9/18/2024	ADVANTAGE SHEET METAL INC	1,321.27	MFC - Serv Call - Changed Filters/Cleaned Condens.
1010756	9/18/2024	ADVANTAGE SHEET METAL INC	1,358.75	Fed Bldg - 2nd floor offices
1010908	10/2/2024	AFFORDABLE HOUSING NETWORK INC	14,521.00	1815 Jackson St. - Affordable Housing Network, Inc
1010851	10/2/2024	AHLERS & COONEY PC	481.00	Professional Services 8/15/24
1010892	10/2/2024	AHMANN'S LAWN CARE INC	260.00	LAWN CARE AT MCGRAW HILL
1010897	10/2/2024	AIRGAS USA LLC	2,660.30	FY25 BLANKET PO - CO2 FOR WATER TREATMENT PROCESS
1010897	10/2/2024	AIRGAS USA LLC	14.88	Landfill Cylinder Rental AUG 2024
1010897	10/2/2024	AIRGAS USA LLC	5.31	Medical Oxygen for Ambulances
1010897	10/2/2024	AIRGAS USA LLC	43.91	Medical Oxygen for Ambulances
1010897	10/2/2024	AIRGAS USA LLC	12.76	Medical Oxygen for Ambulances
515147	10/2/2024	AJGX3	165.00	FBO Uniforms Embroidery
1010757	9/18/2024	A-L-L EQUIPMENT	46.26	Air Audit - Bld #20 - 08/13/24
515111	10/2/2024	ALL SEASONS HEATING & COOLING	5,040.00	AIR HANDLER 2-REPAIRS
515161	10/2/2024	ALL STAR ENVIRONMENTAL LLC	1,065.00	980 Thomas Nuisance Clean Up
515064	9/25/2024	ALLIANT ENERGY	295.56	ELECTRIC BILLS FOR FY25
515064	9/25/2024	ALLIANT ENERGY	309.30	Parking Lots 1 & 2 Lites electrical service
515064	9/25/2024	ALLIANT ENERGY	136.10	Energy Costs for Various Locations
515064	9/25/2024	ALLIANT ENERGY	527.33	Energy Costs for Various Locations
515064	9/25/2024	ALLIANT ENERGY	85.29	Energy Costs for Various Locations
515064	9/25/2024	ALLIANT ENERGY	79,200.64	FY2025 BLANKET PO - ELECTRICITY COSTS
515064	9/25/2024	ALLIANT ENERGY	19.65	2820 Brunswick St -Alliant Energy (City Owned)
515064	9/25/2024	ALLIANT ENERGY	17.84	514 Angella St - Alliant Energy (City Owned)
515064	9/25/2024	ALLIANT ENERGY	175.30	Energy Costs for Various Locations
515064	9/25/2024	ALLIANT ENERGY	327.35	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
515064	9/25/2024	ALLIANT ENERGY	734.77	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
515064	9/25/2024	ALLIANT ENERGY	13.38	FY25: 6505 Penn Ave House Electricity
515064	9/25/2024	ALLIANT ENERGY	64.89	Energy Costs for Various Locations
515064	9/25/2024	ALLIANT ENERGY	297.98	Energy Costs for Various Locations
515064	9/25/2024	ALLIANT ENERGY	5,014.61	FY25: 50 W. 13th St - City Hall Electricity
515064	9/25/2024	ALLIANT ENERGY	5,838.90	FY25: 305 W. 6th St - Federal Building Electricity
515112	10/2/2024	ALLIANT ENERGY	7,259.47	ALLIANT 4392701000 Ramps/Lots FY25
515112	10/2/2024	ALLIANT ENERGY	26.00	ELECTRIC BILLS FOR FY25
515112	10/2/2024	ALLIANT ENERGY	119.96	ELECTRIC BILLS FOR FY25
515112	10/2/2024	ALLIANT ENERGY	4,746.15	ELECTRIC BILLS FOR FY25
515112	10/2/2024	ALLIANT ENERGY	187.27	Energy Costs for Various Locations
515112	10/2/2024	ALLIANT ENERGY	49,370.48	Energy Costs for Various Locations
515112	10/2/2024	ALLIANT ENERGY	84.34	ELECTRIC BILLS FOR FY25
515112	10/2/2024	ALLIANT ENERGY	676.31	FBO Jet Center Bld lower level
515112	10/2/2024	ALLIANT ENERGY	42.05	A Lites, T-Hangars 11 - 16 electrical service
515112	10/2/2024	ALLIANT ENERGY	22.37	T-hangar #36 electrical
515112	10/2/2024	ALLIANT ENERGY	142.76	Quonset Hangar Electrical
515112	10/2/2024	ALLIANT ENERGY	461.13	Corp Hangar #105 electrical service
515112	10/2/2024	ALLIANT ENERGY	22.52	H lites, T-Hangars 61 - 68 electrical service
515112	10/2/2024	ALLIANT ENERGY	34.24	C Lites, T-Hangars 31 - 38 electrical service
515112	10/2/2024	ALLIANT ENERGY	527.82	Flight Ops Bld electrical service
515112	10/2/2024	ALLIANT ENERGY	234.62	Admin, Jet Center Bld electrical service
515112	10/2/2024	ALLIANT ENERGY	15.24	Self Fueler electrical service
515112	10/2/2024	ALLIANT ENERGY	82.38	Parking Lot Lites electrical service
515112	10/2/2024	ALLIANT ENERGY	81.67	SRE Bld electrical service
515112	10/2/2024	ALLIANT ENERGY	48.27	B Lites, T-Hangars 21 - 28 electrical service
515112	10/2/2024	ALLIANT ENERGY	1,298.71	ARFF Bld electrical service
515112	10/2/2024	ALLIANT ENERGY	84.33	Corp Hangar #88 electrical service
515112	10/2/2024	ALLIANT ENERGY	51.47	Old County Garage electrical service
515112	10/2/2024	ALLIANT ENERGY	39.92	Dmarc Bld electrical service
1010911	10/2/2024	ALYSSA N KLAUITTER	160.00	Per Diem Peer Support Training
515177	10/2/2024	BLUE CROSS BLUE SHIELD OF ILLINOIS	89.23	Ambulance Refund
515113	10/2/2024	AMERICAN LEGION POST 6	2,447.50	FLAGS FOR PARKS DEPARTMENT
1010828	9/25/2024	Application Research Inc	1,182.00	Landlord background checks-Aug 2024
1010901	10/2/2024	ARIELLE E SWIFT	3,089.12	PWX - Atlanta, Georgia 09/06/2024-09/12/2024

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1010783	9/25/2024	AV FUEL	19,479.42	Aviation fuel for resale
1010853	10/2/2024	AV FUEL	19,628.01	Aviation fuel for resale
1010853	10/2/2024	AV FUEL	19,633.91	Aviation fuel for resale
1010853	10/2/2024	AV FUEL	35.00	Avfuel hub online POS
1010784	9/25/2024	AY MCDONALD MFG CO	11,700.48	FY2025 Franchise Fees
1010784	9/25/2024	AY MCDONALD MFG CO	142.44	FY2025 Franchise Fees
1010775	9/18/2024	B G BRECKE INC	723.09	ST4-Repair on Boiler per Inspection
1010929	10/2/2024	B G BRECKE INC	949.46	BOILER #1 AND 2 REPAIR/INSPECTION
515133	10/2/2024	B L MURRAY COMPANY INC	58.86	Cleaning supplies
1010785	9/25/2024	BAKER & TAYLOR CO BOOKS	1,130.44	Library materials for the adult collection
515175	10/2/2024	Baker Iron Works LLC	3,000.00	RAILING REPAIRS AT AY MCDONALD PARK
1010771	9/18/2024	BARD MATERIALS CENTRAL	567.70	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	489.75	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	333.85	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	829.60	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	2,104.65	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	925.20	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	411.80	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	411.80	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	645.65	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	723.60	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	1,440.40	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	489.75	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	731.60	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	928.98	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	727.50	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	624.25	Various Concrete Products
1010771	9/18/2024	BARD MATERIALS CENTRAL	1,481.05	CONCRETE FOR ROOSEVELT ST. WATER MAIN BREAK
1010771	9/18/2024	BARD MATERIALS CENTRAL	2,026.70	1085 Valentine Dr
1010771	9/18/2024	BARD MATERIALS CENTRAL	450.78	3000 Lindale St
1010771	9/18/2024	BARD MATERIALS CENTRAL	567.70	3155 Brunskill Rd
1010771	9/18/2024	BARD MATERIALS CENTRAL	2,182.60	4982 Wildflower Dr
1010771	9/18/2024	BARD MATERIALS CENTRAL	1,213.35	750 Duggan Dr
1010771	9/18/2024	BARD MATERIALS CENTRAL	1,921.60	2517 Waller St
1010771	9/18/2024	BARD MATERIALS CENTRAL	1,636.95	3605 Mya Rose Ct
1010771	9/18/2024	BARD MATERIALS CENTRAL	4,119.55	4982 Wildflower Dr
1010771	9/18/2024	BARD MATERIALS CENTRAL	363.90	Ogle St
1010771	9/18/2024	BARD MATERIALS CENTRAL	512.80	25 Terminal St Concrete
1010771	9/18/2024	BARD MATERIALS CENTRAL	411.80	CONCRETE FOR EMERGENCY WM BREAK N. MAIN ST
1010846	9/25/2024	BARD MATERIALS CENTRAL	1,078.50	CONCRETE FOR MCALEECE CONCESSIONS
1010925	10/2/2024	BARD MATERIALS CENTRAL	824.05	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	567.70	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	255.90	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	645.65	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	502.25	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	421.80	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	723.60	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	260.90	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	879.50	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	421.80	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	476.50	Various Concrete Products
1010925	10/2/2024	BARD MATERIALS CENTRAL	476.50	Various Concrete Products
1010914	10/2/2024	Bauer Built Inc	174.00	Bus Tire Repairs Gilling #2501
515151	10/2/2024	BENJAMIN W JOHANNSEN	75.00	Softball Umpire- Ben Johanssen
515152	10/2/2024	BERNARD COMMUNICATIONS COMPANY	99.95	Public & Private Wireless Service
1010834	9/25/2024	BIECHLER ELECTRIC INC	1,598.27	REPLACE RECEPTACLES-CAMPGROUNDS
515115	10/2/2024	BIG A AUTO PARTS & SERVICE	25.00	Returned check fee of \$25.00 reimbursement
1010869	10/2/2024	BILL MILLER LOGGING INC	720.00	MULCH FOR HARVEST VIEW PARK
1010869	10/2/2024	BILL MILLER LOGGING INC	36.00	MULCH FOR HARVEST VIEW PARK
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	101.25	FY25 INTERMODAL GAS UTILITIES
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	68.58	FY25 JOTC GAS UTILITIES
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	Locust Ramp Electricity FY25
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.90	FY25 Gas Service for 300 Main, Suite 330
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.12	FY2025 BLANKET PO - GAS COSTS
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	40.83	FY2025 BLANKET PO - GAS COSTS
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	19.97	514 Angella St - Black Hills Energy (City Owned)
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	21.33	2820 Brunswick-Black Hills Energy (City Owned)
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	21.35	821 Garfield - Black Hills Energy (City Owned)
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	243.90	NATURAL GAS FOR FY25
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1010781	9/25/2024	BLACK HILLS/IOWA GAS UTILITY CO	112.51	NATURAL GAS FOR FY25
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	81.09	UTILITY EXPENSE - GAS
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	71.75	UTILITY EXPENSE - GAS
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	58.38	UTILITY EXPENSE - GAS
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	42.70	Flight Ops Bld natural gas service
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	101.06	Hangar 105 natural gas service
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	38.34	Corp Hangar #88 natural gas service

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1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	SRE Bld natural gas service
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	40.83	ARFF/Maint Bld natural gas service
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.73	FBO Office natural gas service
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	94.45	Terminal building natural gas service
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	Admin, Jet Center Bld natural gas service
1010852	10/2/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FBO Hangar natural gas service
515173	10/2/2024	Blue Park Capital Partners LLC	150.00	Back Patches w/ Velcro
250300028	9/12/2024	BLUEFIN PAYMENT SYSTEMS LLC	154.60	Monthly Fees
250300029	9/12/2024	BLUEFIN PAYMENT SYSTEMS LLC	959.23	Monthly Fees
515081	9/25/2024	BODENSTEINER IMPLEMENT COMPANY	12.49	3457 snap ring for gear box repair
1010820	9/25/2024	BRYCE J EBERLY	401.00	Per Diem 2024 NTOA Conference
515065	9/25/2024	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
1010831	9/25/2024	Camerin McClain	212.50	Stipend for Cedar Rapids Academy
1010854	10/2/2024	CANVAS PRODUCTS INC	278.75	Bags for Rescue Tarps for all Frontline Ambulances
1010777	9/18/2024	CAPITAL SANITARY	215.93	Janitorial Supplies
1010777	9/18/2024	CAPITAL SANITARY	406.41	JANITORIAL SUPPLIES FOR PARKS
1010777	9/18/2024	CAPITAL SANITARY	49.59	JANITORIAL SUPPLIES FOR PARKS
1010777	9/18/2024	CAPITAL SANITARY	205.65	JANITORIAL SUPPLIES FOR PARKS
1010777	9/18/2024	CAPITAL SANITARY	107.50	MISC supplies- BHGC
1010777	9/18/2024	CAPITAL SANITARY	232.88	HDQ-Janitorial Supplies
1010850	9/25/2024	CAPITAL SANITARY	109.83	ST2-Janitorial Supplies
1010850	9/25/2024	CAPITAL SANITARY	74.00	JANITORIAL SUPPLIES FOR PARKS
1010850	9/25/2024	CAPITAL SANITARY	348.25	JANITORIAL SUPPLIES FOR PARKS
1010850	9/25/2024	CAPITAL SANITARY	39.17	ST2-Janitorial Supplies
1010933	10/2/2024	CAPITAL SANITARY	23.97	MISC supplies- BHGC
1010933	10/2/2024	CAPITAL SANITARY	125.17	Ice bag- BHGC
1010933	10/2/2024	CAPITAL SANITARY	94.22	MISC supplies- BHGC
1010933	10/2/2024	CAPITAL SANITARY	67.53	MISC supplies- BHGC
1010933	10/2/2024	CAPITAL SANITARY	49.11	MISC supplies- BHGC
1010933	10/2/2024	CAPITAL SANITARY	167.09	Janitorial Supplies - JOTC building
1010933	10/2/2024	CAPITAL SANITARY	141.17	Janitorial Supplies - JOTC building
1010933	10/2/2024	CAPITAL SANITARY	29.68	MISC supplies- BHGC
515164	10/2/2024	CASEY KNIGHT	100.00	Softball Umpire- Casey Knight
515099	9/25/2024	Cassidy Randl	212.50	Stipend for Cedar Rapids Academy
1010791	9/25/2024	CENGAGE LEARNING INC	32.79	Adult large print books - materials
1010773	9/18/2024	CENTRISYS CORPORATION	3,179.50	Lube Pump for the South Centrifuge
1010813	9/25/2024	CHAMBER DEVELOPMENT LLC	2,223.58	FY25 Rent for 300 Main, Suite 330
1010807	9/25/2024	CHARLES R GAU	6.43	AUGUST 2024 MILEAGE FOR CHARLIE GAU
1010855	10/2/2024	CHEM-SULT INC	1,364.18	Polymer for Water Plant Treatment
1010906	10/2/2024	CHRISTINE J HAPP	53.73	Mileage Reimbursement Chris Happ Olson
1010786	9/25/2024	CINTAS CORP	390.74	Various Maintenance - FY25
1010856	10/2/2024	CINTAS CORP	187.71	FY2025 BLANKET PO - UNIFORMS
1010856	10/2/2024	CINTAS CORP	194.94	FY2025 BLANKET PO - UNIFORMS
1010786	9/25/2024	CINTAS CORP	56.37	Janitorial Supplies- BHGC
1010856	10/2/2024	CINTAS CORP	16.84	Various Maintenance - FY25
1010856	10/2/2024	CINTAS CORP	51.00	Various Maintenance - FY25
1010856	10/2/2024	CINTAS CORP	176.20	FY2025 BLANKET PO - UNIFORMS
1010856	10/2/2024	CINTAS CORP	61.59	FY2025 BLANKET PO - UNIFORMS
1010856	10/2/2024	CINTAS CORP	282.78	Mats, Cloths, shop towels JOTC FY25
1010856	10/2/2024	CINTAS CORP	58.53	Cleaning Supplies / Mats - Intermodal facility
1010856	10/2/2024	CINTAS CORP	58.53	Cleaning Supplies / Mats - Intermodal facility
1010856	10/2/2024	CINTAS CORP	56.37	Janitorial Supplies- BHGC
1010856	10/2/2024	CINTAS CORP	35.75	Janitorial Supplies- BHGC
1010856	10/2/2024	CINTAS CORP	89.57	Janitorial Supplies- BHGC
1010856	10/2/2024	CINTAS CORP	88.82	Janitorial Supplies- BHGC
515116	10/2/2024	CINTAS FIRST AID & SAFETY	37.31	FY2025 BLANKET PO - FIRST AID SUPPLIES
1010827	9/25/2024	City of Dubuque	100,000.00	CASH FLOW FUND ESTABLISHMENT
1010827	9/25/2024	City of Dubuque	2,070.05	REIMBURSEMENT FOR FOOD LOSS
1010827	9/25/2024	City of Dubuque	35,557.00	FY24 SHORTFALL - FINAL
1010827	9/25/2024	City of Dubuque	101,832.00	FY25 OPERATING SUBSIDY
1010827	9/25/2024	City of Dubuque	9,138.00	FY25 OPERATING SUBSIDY
1010915	10/2/2024	City of Dubuque	3,272.96	City Council Goal Setting 2024-Catering & Rooms
1010787	9/25/2024	CITY OF DUBUQUE IOWA/FIVE FLAGS	186,885.00	FY24 SHORTFALL
1010787	9/25/2024	CITY OF DUBUQUE IOWA/FIVE FLAGS	250,000.00	FY25 SHORTFALL
515174	10/2/2024	City of Peosta	2,588.22	Landfill Refund
1010835	9/25/2024	CLAREY'S SAFETY EQUIPMENT INC	212.63	QRAE Cleaned and calibrated
1010849	9/25/2024	COMELEC INTERNET SERVICES	126.45	COMELEC INTERNET SERVICE FY25
1010758	9/18/2024	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units
1010767	9/18/2024	COMMAND SECURITY SOLUTIONS	135.00	FY25: City Annex - Alarm Monitoring - Quarterly
1010788	9/25/2024	COMMUNICATIONS ENGINEERING CO	6,950.58	Support for 7850 switch stack - 1 year
1010857	10/2/2024	COMMUNICATIONS ENGINEERING CO	4,450.79	Data center switches
1010857	10/2/2024	COMMUNICATIONS ENGINEERING CO	1,026.10	Cloud AP Renewal
1010857	10/2/2024	COMMUNICATIONS ENGINEERING CO	17,038.50	Penn Tank Network Hub
515148	10/2/2024	COMMUNITY INCORPORATED	399.00	Denver Air Marketing - New service ORD-DBQ
515148	10/2/2024	COMMUNITY INCORPORATED	399.00	Denver Air Marketing - New service ORD-DBQ
1010810	9/25/2024	CONSTELLATION NEW ENERGY GAS DIV	71.54	FY25: 50 W. 13th St - City Hall Natural Gas
515114	10/2/2024	Control Installations of Iowa, Inc.	385.00	SERVICE CALL-LABOR DUE TO VOLTAGE SPIKES
515114	10/2/2024	Control Installations of Iowa, Inc.	1,273.50	SERVICE CALL-LABOR DUE TO VOLTAGE SPIKES
1010819	9/25/2024	CONVIVUM URBAN FARMSTEAD	4,284.00	Convivium Urban Farmstead_FY24 Agreement_USDA Gran
1010889	10/2/2024	CORI L BURBACH	227.65	Refreshments for Vidl-Leadership Team Sept 2024
1010836	9/25/2024	D & K PRODUCTS	2,436.00	Turf Chemicals

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1010893	10/2/2024	DANIELLE K DAY	201.35	Reimbursement for Library Materials Purchase Youth
1010858	10/2/2024	DEMCO INC	1,015.81	Processing supplies for library materials
515092	9/25/2024	DIETZ ENTERPRISES LLC	578.00	740 Peru Rd HH Dietz
515159	10/2/2024	DIETZ ENTERPRISES LLC	3,447.00	CLEANUP OF 2540 ELM ST
515159	10/2/2024	DIETZ ENTERPRISES LLC	770.00	2515 Marywood HH Dietz
515117	10/2/2024	DIGITAL DESIGNS INC	106.45	Repair on Engine 505 from Vehicle Collision
515160	10/2/2024	Dinges Partners Group	774.51	Helmet Fronts for New Hires
515160	10/2/2024	Dinges Partners Group	1,346.78	Helmets for New Hires
515160	10/2/2024	Dinges Partners Group	1,422.00	7 Sets of Bunker Gear for New Hires
515160	10/2/2024	Dinges Partners Group	565.00	ST4-Flashlight and battery packs
1010896	10/2/2024	DUBUQUE AREA CONVENTION & VISITORS	404,318.00	FY25 Contracted Svcs-Travel Dbq
515066	9/25/2024	DUBUQUE COMMUNITY SCHOOL DIST	3,155.78	FY2025 Franchise Fees
515066	9/25/2024	DUBUQUE COMMUNITY SCHOOL DIST	1,150.26	FY2025 Franchise Fees
515066	9/25/2024	DUBUQUE COMMUNITY SCHOOL DIST	177.82	FY2025 Franchise Fees
515118	10/2/2024	DUBUQUE COUNTY ABSTRACT & TITLE	135.00	Dubuque County Abstract & Title Company, LLC Blank
1010789	9/25/2024	DUBUQUE COUNTY HISTORICAL SOCIETY	2,167.98	FY2025 Franchise Fees
1010789	9/25/2024	DUBUQUE COUNTY HISTORICAL SOCIETY	143.68	FY2025 Franchise Fees
515107	9/25/2024	Dubuque County Library	79.62	28E Agency Postcard mailing from DCLD
515119	10/2/2024	DUBUQUE COUNTY RECORDER	72.00	Dubuque County Recorder-CDBG (Blanket PO)
515120	10/2/2024	DUBUQUE COUNTY SHERIFF	7,912.52	DDTF Aug2024 Shared Expenses
515121	10/2/2024	DUBUQUE COUNTY SHERIFF	27,044.41	Dubuque County Sheriff Aug 2024 Expenses
515121	10/2/2024	DUBUQUE COUNTY SHERIFF	222.93	Dubuque County Sheriff-Protective Wall Padding
515067	9/25/2024	DUBUQUE COUNTY ZONING	260.00	Oberbroeckling Subdiv. No. 3-Final Plat Applicatio
515154	10/2/2024	DUBUQUE DREAM CENTER	15,750.00	FY25 Contracted Svcs-Dream Ctr
1010918	10/2/2024	DUBUQUE FIRE EQUIPMENT INC	330.00	Amerex Panel Backup Battery
1010918	10/2/2024	DUBUQUE FIRE EQUIPMENT INC	31.90	Recharge 5# Dry Chemical Fire Extinguisher
1010859	10/2/2024	DUBUQUE MAIN STREET LIMITED	24,052.75	FY25 Contracted Svcs-D Main St
515122	10/2/2024	DUBUQUE RACING ASSOCIATION LTD	24.75	August DRA Board Mtg Luncheon - CC
515068	9/25/2024	DUBUQUE VISITING NURSE ASSOCIATION	2,346.88	VNA LHH21 August 2024
1010772	9/18/2024	DUBUQUELAND DOOR COMPANY	1,975.00	Door #5 No power
1010926	10/2/2024	DUBUQUELAND DOOR COMPANY	261.38	LF garage door photoeye replacement
1010790	9/25/2024	EBSCO SUBSCRIPTION SERVICE	559.34	children's periodicals for collection
1010759	9/18/2024	ED M FELD EQUIPMENT CO INC	336.00	Fire Armor Gloves for New Hires
1010825	9/25/2024	Ellen Louise Motsch	512.44	Travel Reimbursement to Attend Women in Fire
1010931	10/2/2024	ENVISION WARE INC	1,913.00	Register software renewal
515091	9/25/2024	ERYKA D COOK	90.00	Self Defense classes
1010817	9/25/2024	ETHAN J LEMBKE	488.74	Per Diem NTOA Conference
1010808	9/25/2024	EXPRESS EMPLOYMENT PROFESSIONALS	2,055.68	I389-Sanitation Workers 09/08/24
1010808	9/25/2024	EXPRESS EMPLOYMENT PROFESSIONALS	513.92	I389-Sanitation Worker 08/04/24
1010891	10/2/2024	EXPRESS EMPLOYMENT PROFESSIONALS	1,284.80	I389-Sanitation Workers 09/15/24
515090	9/25/2024	FACTUAL DATA	190.00	Factual Data- Blanket PO
515123	10/2/2024	FINLEY HOSPITAL	7,064.87	FY2025 Franchise Fees
515123	10/2/2024	FINLEY HOSPITAL	161.66	FY2025 Franchise Fees
250300031	9/12/2024	FIRST DATA CORPORATION	69.90	First Data Mystique Charges
250300032	9/12/2024	FIRST DATA CORPORATION	87.90	First Data Mystique Charges
515080	9/25/2024	FLYNN COMPANY INC	231,500.95	Relocate Taxiway Alpha Construction (Phase 1)
515143	10/2/2024	FLYNN COMPANY INC	339,649.10	Reconstruct GA Apron Construction (Phase 1)
515167	10/2/2024	FORVIS, LLP	7,000.00	Audit Services
1010886	10/2/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	3,102.62	Install PV System Construction-AIP #77
1010886	10/2/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	2,684.96	Construct Hangar #105 Construction Engineering
1010860	10/2/2024	FOUR MOUNDS FOUNDATION	2,200.00	433 Kaufman OAHMP Four Mounds
515100	9/25/2024	Galena Horseback Riding	2,999.50	Team Training Library Staff Balance Due 9/12/2024
1010815	9/25/2024	GARY W PAPE JR	1,401.25	K9 Handler Training
515086	9/25/2024	GERMAINE ELECTRIC	86.30	HDQ-Rehang cord for new fire truck
1010818	9/25/2024	GINA S BELL	71.00	9/13 snacks for AmeriCorps tree planting
1010837	9/25/2024	GOODWIN TUCKER GROUP	116.14	STORM DAMAGE-REPAIRS
1010837	9/25/2024	GOODWIN TUCKER GROUP	533.56	STORM DAMAGE-REPAIRS
1010837	9/25/2024	GOODWIN TUCKER GROUP	84.86	STORM DAMAGE-REPAIRS
1010837	9/25/2024	GOODWIN TUCKER GROUP	1,242.61	STORM DAMAGE-REPAIRS
1010861	10/2/2024	GOODYEAR TIRE & RUBBER	2,412.00	Goodyear Tires July 24
1010884	10/2/2024	GRAYMONT WESTERN LIME INC	5,146.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
1010884	10/2/2024	GRAYMONT WESTERN LIME INC	5,212.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
1010884	10/2/2024	GRAYMONT WESTERN LIME INC	4,998.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
1010884	10/2/2024	GRAYMONT WESTERN LIME INC	5,104.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
515082	9/25/2024	GRP & ASSOCIATES INC	33.00	Collection and Proper Disposal of Medical Waste
515082	9/25/2024	GRP & ASSOCIATES INC	108.00	Collection and Proper Disposal of Medical Waste
515089	9/25/2024	HADRONEX INC	2,546.18	Smart Cover Renewal
515125	10/2/2024	HARRIS MOTOR SPORTS	133.34	Golf Cart Rental
1010792	9/25/2024	HDR ENGINEERING INC	4,330.85	CUSTOMER CONVENIENCE CENTER LANDFILL/HDR ENG
1010792	9/25/2024	HDR ENGINEERING INC	38,656.33	CUSTOMER CONVENIENCE CENTER LANDFILL/HDR ENG
1010792	9/25/2024	HDR ENGINEERING INC	9,125.56	DMASWA Grant Research Progress
1010792	9/25/2024	HDR ENGINEERING INC	8,890.56	CUSTOMER CONVENIENCE CENTER LANDFILL/HDR ENG
1010862	10/2/2024	HDR ENGINEERING INC	3,496.00	DMASWA Grant Research Progress
1010862	10/2/2024	HDR ENGINEERING INC	86,600.32	DMASWA TO 20 - Horiz Exp Permitting
1010793	9/25/2024	HILLCREST FAMILY SERVICES INC	56.09	FY2025 Franchise Fees
1010793	9/25/2024	HILLCREST FAMILY SERVICES INC	432.34	FY2025 Franchise Fees
1010805	9/25/2024	HILLS & DALES CHILD DEVELOPMENT	632.46	FY2025 Franchise Fees
1010805	9/25/2024	HILLS & DALES CHILD DEVELOPMENT	63.92	FY2025 Franchise Fees
1010833	9/25/2024	HM Life Insurance Company	76,748.69	Stop Loss Insurance - September 2024
515070	9/25/2024	HOLY FAMILY CATHOLIC SCHOOLS	53.03	FY2025 Franchise Fees
515126	10/2/2024	HOLY FAMILY CATHOLIC SCHOOLS	1,910.78	FY2025 Franchise Fees

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515127	10/2/2024	IA DEPARTMENT OF NATURAL RESOURCES	115.00	ANNUAL WATER USE FEE FOR CALENDAR YEAR 2025
515110	9/24/2024	IMPACT76, INC	112,406.69	EPA Brownfields Multipurpose Grant
1010909	10/2/2024	IMWCA	470.00	411 Payment for July 2024 for Police
1010909	10/2/2024	IMWCA	5,162.36	TPA 411 Payment - August 2024
1010909	10/2/2024	IMWCA	19,270.95	TPA Payment - August 2024
1010809	9/25/2024	INGRAM LIBRARY SERVICES INC.	175.71	Library books for adult collection for patrons
1010809	9/25/2024	INGRAM LIBRARY SERVICES INC.	1,168.70	Children's books for collection for patrons
1010809	9/25/2024	INGRAM LIBRARY SERVICES INC.	43.64	Teen Young Adult Print Materials for collection
1010809	9/25/2024	INGRAM LIBRARY SERVICES INC.	(27.37)	Children's books for collection for patrons
515163	10/2/2024	INTEGRA FACILITY SERVICES	94.96	PROCTER GAMBLE DISENFACTANT WIPES
1010864	10/2/2024	INTERSTATE PIPE & SUPPLY	237.39	Unit 3468 gaskets/couplings
515085	9/25/2024	IOWA BASED MILLING LLC	20,809.60	2024 Asphalt Milling Project 2024-4
250300030	9/12/2024	IOWA BEVERAGE SYSTEMS INC	478.35	Alcohol Purchases - Recreation
250300041	9/23/2024	IOWA BEVERAGE SYSTEMS INC	773.80	Alcohol Purchases - Recreation
250300040	9/23/2024	IOWA BEVERAGE SYSTEMS INC	280.55	Alcohol Purchases - Recreation
1010899	10/2/2024	IOWA DEPARTMENT OF HUMAN SERVICES	34,321.15	GEMT Claims for October 2024
250400001	10/2/2024	IOWA WORKFORCE DEVELOPMENT	4,233.02	Unemployment benefits paid and charged
1010829	9/25/2024	IPS Grou Inc	37.35	Locust Ramp Kiosk CC Transaction and Gateway Fees
1010865	10/2/2024	J & R SUPPLY COMPANY	1,027.50	DRILL BITS FOR LARGE TAPPING MACHINE
515124	10/2/2024	JAMES J GRAVES	60.00	DECALS FOR TRUCK 4912
515124	10/2/2024	JAMES J GRAVES	60.00	DECALS FOR TRUCK 4913
515094	9/25/2024	JAMES L SCHNEIDER	500.00	Temp Roadway Easement
515168	10/2/2024	Jim Giese Commercial Roofing, Inc.	85.00	INVESTIGATE ROOF-STORM DAMAGE
1010832	9/25/2024	Joseph Lee Kimball	212.50	Stipend for Cedar Rapids Academy
1010894	10/2/2024	KELTEK INC	739.70	Keyboards for Patrol Vehicles
1010930	10/2/2024	KIECKS CAREER APPAREL	964.00	BVP Vest - New Officer
515069	9/25/2024	KIM A HERRIG	394.00	FY25 Custodial Services for 300 Main, Suite 330
1010830	9/25/2024	Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 09/09/24
1010760	9/18/2024	KONE INC	271.84	FY25: City Hall & City Annex - Monthly - Elev. Mai
1010760	9/18/2024	KONE INC	2,034.00	FY25: Federal Building - Quarterly Elevator Maint
1010760	9/18/2024	KONE INC	210.00	FY25: 1805 Central Ave - Engine Hse - Elev. Maint
1010760	9/18/2024	KONE INC	200.00	Elevator Maintenance - FY25
1010760	9/18/2024	KONE INC	360.00	CoD MSC Maintenance Period 09/01/24-11/30/24
1010838	9/25/2024	KONE INC	2,474.00	FY24 Ramp Elevator Maintenance
1010919	10/2/2024	KONE INC	360.00	CoD MSC Maintenance Period 03/01/24-05/31/24
515098	9/25/2024	Korrin Schriver	1,910.00	SD Grant-Weed Mgmt and Prairie Enhancement-ReEvolu
515172	10/2/2024	Kwik Trip Inc	6,912.96	Right of Way Acquisition
515128	10/2/2024	LAMAR TEXAS LIMITED PARTNERSHIP	1,100.00	Denver Air Conn Marketing - New service ORD-DBQ
515128	10/2/2024	LAMAR TEXAS LIMITED PARTNERSHIP	795.00	Denver Air Conn Marketing - New service ORD-DBQ
1010776	9/18/2024	LANDMARK TURF SERVICES LLC	22,085.18	Weed Control Flood Control System Spraying
515176	10/2/2024	Jamison Ready	300.00	Mischarge on Fuel
1010866	10/2/2024	LESLEIN TRUCKING	18,801.30	FY2025 BLANKET PO - SLUDGE HAULING SERVICES
1010928	10/2/2024	LIBERTY TIRE RECYCLING LLC	4,537.50	Tire Recycling
515071	9/25/2024	LIME ROCK SPRINGS CO	348.55	BEVERAGES THROUGH JUNE 2025
515129	10/2/2024	LIME ROCK SPRINGS CO	76.37	BEVERAGES THROUGH JUNE 2025
515129	10/2/2024	LIME ROCK SPRINGS CO	298.25	BEVERAGES THROUGH JUNE 2025
1010826	9/25/2024	Link Coatings, LLC	542.50	Unit 3455 Powder Coat Rims and Step
515072	9/25/2024	LORAS COLLEGE	5,385.74	FY2025 Franchise Fees
515072	9/25/2024	LORAS COLLEGE	120.06	FY2025 Franchise Fees
515169	10/2/2024	Lyons Logging and Tree Care Inc.	2,100.00	TREE & STUMP REMOVAL
1010903	10/2/2024	MACQUEEN EQUIPMENT GROUP	424.00	5 Face pieces & bags for new hires
1010903	10/2/2024	MACQUEEN EQUIPMENT GROUP	1,439.66	5 Face pieces & bags for new hires
1010903	10/2/2024	MACQUEEN EQUIPMENT GROUP	52.00	SCBA Repairs
515104	9/25/2024	Madeline Hoffman	1,170.00	Youth Climate Action Fund Awardee Grant-Maddie Hof
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	3,181.30	Terminal Building electrical
1010761	9/18/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.51	Obstruction lite electrical #2
1010761	9/18/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.17	Obstruction lite electrical
1010761	9/18/2024	MAQUOKETA VALLEY ELECTRIC COOP	87.59	Airport Ent Rd & GA Sign electrical
1010761	9/18/2024	MAQUOKETA VALLEY ELECTRIC COOP	408.15	Airfield lighting electrical
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	1,679.52	FY2025 BLANKET PO - ELECTRICITY COSTS
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	252.25	FY2025 BLANKET PO - ELECTRICITY COSTS
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	451.18	FY2025 BLANKET PO - ELECTRICITY COSTS
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	1,725.07	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	103.42	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	72.32	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	44.42	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	59.37	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	101.06	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	51.85	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	54.35	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	53.44	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	43.60	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	49.26	Energy Costs
1010839	9/25/2024	MAQUOKETA VALLEY ELECTRIC COOP	255.17	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	273.61	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	51.76	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	46.53	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	44.60	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	61.63	Energy Costs
1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	62.20	Energy Costs

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1010920	10/2/2024	MAQUOKETA VALLEY ELECTRIC COOP	63.79	Energy Costs
515103	9/25/2024	Marcus Leitzen	69.22	Gas from Academy for new officers
515130	10/2/2024	MARTIN EQUIPMENT OF IL INC	538,500.00	850i Crawler Dozer
515130	10/2/2024	MARTIN EQUIPMENT OF IL INC	356.87	Unit 3453 Hose Parts
515166	10/2/2024	Maussco, LLC	6,140.00	503 Southern #1 HH Maussco
515166	10/2/2024	Maussco, LLC	6,465.92	503 Southern #2 HH Maussco
515131	10/2/2024	MEDICAL ASSOCIATES	2,241.00	Pre-employ Phy, DS, vaccines, & Respirator exams
515131	10/2/2024	MEDICAL ASSOCIATES	140.00	Psychology Coaching Sessions
1010868	10/2/2024	MEDICAL PRIORITY CONSULTANTS	1,275.00	Dispatch Certification Courses
1010868	10/2/2024	MEDICAL PRIORITY CONSULTANTS	1,275.00	EFD Training E911
515141	10/2/2024	MICHAEL J SULLIVAN	150.00	Softball Umpire- Mike Sullivan
1010863	10/2/2024	MICHAEL T HERNANDEZ	147.50	Per Diem Rifle Armorer Certification Course
515088	9/25/2024	MICHAEL W WEIKERT JR	675.00	Collection and proper disposal of appliances
250300039	9/23/2024	MIDWESTONE BANK	625,151.80	September 2024 HAP
250300042	9/23/2024	MIDWESTONE BANK	1,003.30	September 2024 Admin Fee
1010900	10/2/2024	MILE HIGH SHOOTING ACCESSORIES LLC	1,413.47	Equipment Accessories
515073	9/25/2024	MIRACLE CAR WASH CORP	209.10	FY25 Miracle Car Wash Corp
515108	9/25/2024	Eelen McDonald Ebling	200.00	Refund on overpayment 1204 Mt. Loretta Ave
515144	10/2/2024	MI-T-M EQUIPMENT SALES & SERVICE	675.00	POWER WASHER/ POWER WASHER HOSE
515144	10/2/2024	MI-T-M EQUIPMENT SALES & SERVICE	24.99	POWER WASHER/ POWER WASHER HOSE
1010795	9/25/2024	MPH INDUSTRIES INC	3,784.00	Python III Mobile Radar Units
1010765	9/18/2024	MR ROOTER PLUMBING	1,432.18	Landfill General Plumbing
1010765	9/18/2024	MR ROOTER PLUMBING	898.20	Landfill General Plumbing
515162	10/2/2024	MRI SOFTWARE LLC	34,387.04	Annual Happy Cloud Renewal (12/01/24 to 11/30/25)
1010796	9/25/2024	MSA PROFESSIONAL SERVICES INC	6,250.00	Creation of Analysis of Impediments to Fair Housin
1010895	10/2/2024	MTI DISTRIBUTING INC	(82.87)	CREDIT FOR CORE
1010895	10/2/2024	MTI DISTRIBUTING INC	227.19	PARTS FOR 4474
1010895	10/2/2024	MTI DISTRIBUTING INC	586.24	MISC parts for Golf Maintenance
515074	9/25/2024	MULGREW OIL COMPANY	8,936.99	Unleaded Fuel- POD Marina
515074	9/25/2024	MULGREW OIL COMPANY	587.98	UNLEADED AND DIESEL FUEL- BHGC
515074	9/25/2024	MULGREW OIL COMPANY	433.73	UNLEADED AND DIESEL FUEL- BHGC
515132	10/2/2024	MULGREW OIL COMPANY	2,094.57	LF #2 PRM DYED DSL ULS15PPM 17 Sept
515132	10/2/2024	MULGREW OIL COMPANY	2,305.34	LF #2 PRM DYED DSL ULS15PPM 19 Sept
515132	10/2/2024	MULGREW OIL COMPANY	1,297.12	LF #2 PRM DYED DSL ULS15PPM 12 Sept
515132	10/2/2024	MULGREW OIL COMPANY	1,853.03	LF #2 PRM DYED DSL ULS15PPM 10 Sept
515132	10/2/2024	MULGREW OIL COMPANY	1,902.03	LF #2 PRM DYED DSL ULS15PPM 4 Sept
515132	10/2/2024	MULGREW OIL COMPANY	1,575.97	LF #2 PRM DYED DSL ULS15PPM 4 Sept
515132	10/2/2024	MULGREW OIL COMPANY	6,017.17	Unleaded Fuel- POD Marina
515149	10/2/2024	MULTICULTURAL FAMILY CENTER	2,309.66	MFC India Independence Day
1010762	9/18/2024	MUTUAL WHEEL COMPANY	70.26	Unit 3401 Air Cab Valve
1010762	9/18/2024	MUTUAL WHEEL COMPANY	102.06	Unit 3504 HB 158109 Sidewind Jack
1010762	9/18/2024	MUTUAL WHEEL COMPANY	8.36	Unit 3410 Gaskets
1010840	9/25/2024	MUTUAL WHEEL COMPANY	269.53	Unit 1916 Elbow-90D
515156	10/2/2024	NCL OF WISCONSIN INC	295.29	LABORATORY SUPPLIES
515102	9/25/2024	Nelson-Rudie & Associates	86,614.81	ImOn Ice Arena Dehumidification HVAC design
1010910	10/2/2024	NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support
1010804	9/25/2024	NICHOLAS G SCHLOSSER	150.00	Purchase Police Coins
1010870	10/2/2024	NIELAND REFRIGERATION	9,687.46	WALK IN COOLER REPAIRS
1010870	10/2/2024	NIELAND REFRIGERATION	679.40	REPAIR ON ICE MACHINE
1010841	9/25/2024	NORTHEAST IOWA COMMUNITY COLLEGE	583.65	FY2025 Franchise Fees
1010841	9/25/2024	NORTHEAST IOWA COMMUNITY COLLEGE	26.08	FY2025 Franchise Fees
515153	10/2/2024	NORTHERN LIGHTS FOODSERVICE	468.31	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
515153	10/2/2024	NORTHERN LIGHTS FOODSERVICE	327.78	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
1010907	10/2/2024	OH D LLLP	960.00	SCBA Fit Test Calibration
250300023	9/12/2024	OPENEDGE - GLOBAL PAYMENTS	6,585.54	DMASWA Monthly CC Fees
250300024	9/12/2024	OPENEDGE - GLOBAL PAYMENTS	7,048.15	DMASWA Monthly CC Fees
250300025	9/12/2024	OPENEDGE - GLOBAL PAYMENTS	315.00	Port of Dubuque Marina Monthly CC Fees
250300026	9/12/2024	OPENEDGE - GLOBAL PAYMENTS	1,083.49	Miller Riverview Park Monthly CC Fees
1010871	10/2/2024	OPENING SPECIALISTS INC	1,549.11	Wood door for JOTC Mens Restroom
515075	9/25/2024	ORKIN LLC	113.27	FY25 PEST CONTROL JOTC
1010872	10/2/2024	O'TOOLE OFFICE SUPPLY COMPANY	103.90	Name tags & Accountability Tags for New Hires
1010774	9/18/2024	OVERDRIVE INC	781.08	downloadable audio and ebooks for adult collection
1010774	9/18/2024	OVERDRIVE INC	1,492.26	downloadable audio and ebooks for adult collection
1010847	9/25/2024	OVERDRIVE INC	874.59	downloadable audio and ebooks for adult collection
1010847	9/25/2024	OVERDRIVE INC	1,010.90	downloadable audio and ebooks for adult collection
1010927	10/2/2024	OVERDRIVE INC	1,425.81	downloadable audio and ebooks for adult collection
1010927	10/2/2024	OVERDRIVE INC	1,498.38	downloadable audio and ebooks for adult collection
515134	10/2/2024	OVERHEAD DOOR COMPANY	70.00	Red 3 bay photocell pair replacement
1010932	10/2/2024	PARKING INC	205.00	Five Flags Ramp reactivation
1010802	9/25/2024	PATRICIA L GLEASON	306.70	IMFOA BOARD MTG 8/3/24
515135	10/2/2024	PAULSON ELECTRIC COMPANY	2,291.53	LIGHTING REPAIRS AT CHAPLAIN SCHMITT
250300037	9/23/2024	PAYMENTUS GROUP INC	9.00	Online Utility Billing
1010916	10/2/2024	PBC Guru LLC	4,500.00	Annual Subscip to LSC 7/1/24 to 6/30/25
515142	10/2/2024	PENDLETON TURF SUPPLY	1,134.75	Turf Chemicals
1010811	9/25/2024	PETDATA	3,789.20	Pet Data Fees 2025
515093	9/25/2024	PFAB, RICHARD W & SANDRA M	810.00	807 1/2 Wilson Avenue; Andrea Alsup-Security Depos
1010904	10/2/2024	PHELPS THE UNIFORM SPECIALISTS	49.83	Uniform cleaning for mechanic; shop towels cleanin
1010904	10/2/2024	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
1010921	10/2/2024	POLYDYNE INC	11,385.00	Polymer - 3 totes
1010921	10/2/2024	POLYDYNE INC	23,460.00	Polymer - 6 totes
1010921	10/2/2024	POLYDYNE INC	11,385.00	Polymer - 3 totes

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1010763	9/18/2024	POLYDYNE INC	23,460.00	Polymer - 6 totes
1010797	9/25/2024	PORTZEN CONSTRUCTION INC	571.98	UV REPAIR- FLORA KIDDIE POOL
1010797	9/25/2024	PORTZEN CONSTRUCTION INC	208.00	VALVE REPAIR AT FLORA POOL
515078	9/25/2024	PRAIRIE FARMS	4,276.32	FY2025 Franchise Fees
515106	9/25/2024	Pregler Properties LLC	1,484.00	2320 Prince St. Unit 3; Butler, Taiana-Security De
1010842	9/25/2024	PUBLIC SAFETY CENTER	1,817.36	3M FR-15 Canisters
1010922	10/2/2024	PUBLIC SAFETY CENTER	421.64	Lancer Magazine
515146	10/2/2024	QUEEN B RADIO WISCONSIN INC	64.00	Denver Air Conn Marketing - New service ORD-DBQ
515146	10/2/2024	QUEEN B RADIO WISCONSIN INC	43.00	Denver Air Conn Marketing - New service ORD-DBQ
1010917	10/2/2024	R & J Window Cleaning LLC	275.00	Window Cleaning- POD Marina
1010798	9/25/2024	RACOM CORPORATION	1,028.53	Video Decoder & Installation-Federal Bldg
1010798	9/25/2024	RACOM CORPORATION	828.26	Earphone/Speaker Microphone
1010798	9/25/2024	RACOM CORPORATION	154.20	Earphone, Microphone
1010873	10/2/2024	RACOM CORPORATION	1,040.00	Unit 3456 Install Radio, GPS, and Camera Install
1010873	10/2/2024	RACOM CORPORATION	130.00	Dome Light in Chiefs Vehicle/528 bad connector
1010873	10/2/2024	RACOM CORPORATION	106.00	Dome Light in Chiefs Vehicle/528 bad connector
1010873	10/2/2024	RACOM CORPORATION	431.10	Kenwood Portable Radio for Public Works
1010873	10/2/2024	RACOM CORPORATION	520.00	Install Radar Unit in 1831
515096	9/25/2024	RAM SERVICES LLC	100.00	1389 W 3rd LHH21 Radon Testing
515096	9/25/2024	RAM SERVICES LLC	100.00	165 W 23rd Radon Testing
515165	10/2/2024	RAM SERVICES LLC	100.00	551 Kaufmann HH RAM
515165	10/2/2024	RAM SERVICES LLC	100.00	2310 Mineral HH RAM
1010890	10/2/2024	RAPIDS REPRODUCTION INC	369.80	P2V94A HP 766 300ml-DesignJet Ink Cartridge
515084	9/25/2024	RDG PLANNING & DESIGN	335,909.57	Q Casino Amphitheater Planning
515084	9/25/2024	RDG PLANNING & DESIGN	3,005.00	Q Casino Amphitheater Planning
515171	10/2/2024	Reuter Mechanical Inc	3,473.96	CEMENT PATCH WORK FOR WATER MAIN BREAK
515076	9/25/2024	RILCO FLUID CARE	385.00	Def Bulk
1010764	9/18/2024	RIVER CITY PAVING	61,274.81	2024:: JUL-DEC Hot & Cold Mix Asphalt
1010764	9/18/2024	RIVER CITY PAVING	98,252.64	2024:: JUL-DEC Hot & Cold Mix Asphalt
1010874	10/2/2024	RIVER CITY STONE	531.89	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
1010874	10/2/2024	RIVER CITY STONE	117.43	3/4" STONE FOR MCALEECE
1010874	10/2/2024	RIVER CITY STONE	655.45	STONE FOR MCALEECE
1010812	9/25/2024	RMH SYSTEMS	575.00	Contract Scale Inspection and Calibration
1010814	9/25/2024	ROCHESTER ARMORED CAR CO INC	387.23	DMASWA Armored Car Service
1010824	9/25/2024	Ronald V Burbach	1,932.00	Lawn Care Spring/Summer Weed
250300027	9/12/2024	RXBENEFITS INC	90,637.86	FY25 Prescription Admin & Claims - 8/17 to 8/30/24
250300033	9/12/2024	RXBENEFITS INC	1,013.41	FY25 Prescription Admin & Claims - August 2024
250300038	9/23/2024	RXBENEFITS INC	67,435.05	FY25 Prescription Admin & Claims- 8/31 to 9/13/24
515145	10/2/2024	SAFEGUARD BUSINESS SYSTEMS INC	1,125.92	Badge Stickers & Parking Tickets
515145	10/2/2024	SAFEGUARD BUSINESS SYSTEMS INC	2,370.83	Badge Stickers & Parking Tickets
515145	10/2/2024	SAFEGUARD BUSINESS SYSTEMS INC	540.56	Self sealing window envelopes w/imprint qty 5000
515077	9/25/2024	SAFETY-KLEEN CORP	659.24	LF Parts Wash Station Maintenance 09/04
1010902	10/2/2024	SAUNDERS OIL CO INC	2,383.22	Landfill Diesel bid week 06/24/2024
1010823	9/25/2024	Save On SP, LLC	245.92	Savings on specialty drugs - 8/1/24 to 8/20/24
1010766	9/18/2024	SCOTT PRINTING	570.00	2024 Subscribed Cart Labels
1010913	10/2/2024	Seiler Instrument & MFG Co Inc	674.00	Trimble Forensics Capture Subscription
1010875	10/2/2024	SHERRILL INC	447.10	MISC TOOLS FOR TREE CREW
250300013	9/12/2024	SID'S	202.46	Bunker Hill Alcohol
250300014	9/12/2024	SID'S	21.00	Bunker Hill Alcohol
250300034	9/19/2024	SID'S	287.88	Bunker Hill Alcohol
250300035	9/19/2024	SID'S	97.89	Bunker Hill Alcohol
250300043	9/23/2024	SID'S	291.54	Bunker Hill Alcohol
250300048	9/26/2024	SID'S	87.57	Bunker Hill Alcohol
250300044	9/24/2024	SISCO	240.00	FY25 Short Term Disability Ins. Prem. Oct 2024
515158	10/2/2024	SIX SECONDS	13,100.00	Custom work of OVS and Certs
1010876	10/2/2024	SKYLINE TRUCKING & STORAGE INC	90.00	TOP SOIL FOR STUMP BACKFILL
515157	10/2/2024	SPRING GREEN LAWN CARE	38.85	WEED CONTROL -DBQ MEMORIAL PARK
1010912	10/2/2024	STANDARD SIGNS INC	4,352.69	Sign panel replacements for airfield
515087	9/25/2024	STATE FARM INSURANCE COMPANY	1,975.00	1250 Jackson Street, Colson, Tony-Prop Insurance
1010799	9/25/2024	STRAND ASSOCIATES INC	284.06	Masonry Repairs - City Hall, MFC, Old Engine House
1010878	10/2/2024	STRAND ASSOCIATES INC	9,868.10	WELL NO. 11 SOURCE WATER
1010878	10/2/2024	STRAND ASSOCIATES INC	6,910.00	WTP & Water Dist.Sys SCADA Upgrade
515105	9/25/2024	Taylee Sue O'Brien	426.59	AmeriCorps Member Mileage Reimbursement
1010768	9/18/2024	TELEGRAPH HERALD	54.72	FY24 PY23 CAPER Public Hearing Notice
1010843	9/25/2024	TELEGRAPH HERALD	17.67	Public Notice - Catfish Creek
1010923	10/2/2024	TELEGRAPH HERALD	748.36	PUBLICATION EXPENSES
1010923	10/2/2024	TELEGRAPH HERALD	273.83	PUBLICATION EXPENSES
1010923	10/2/2024	TELEGRAPH HERALD	479.94	PUBLICATION EXPENSES
1010923	10/2/2024	TELEGRAPH HERALD	21.09	FY2025 HTF application notice of public hearing
1010888	10/2/2024	TERRY-DURIN COMPANY	1,200.00	MATERIAL FOR GETTING FIBER TO REMOTE SITES
1010794	9/25/2024	THE LOCKSMITH EXPRESS	40.00	POD Padlocks and Keys
1010867	10/2/2024	THE LOCKSMITH EXPRESS	228.00	Welfare Check-After Hours Call
515101	9/25/2024	Thomas Peter Fletcher	400.00	1.5 hour music concert 10.17.24
515138	10/2/2024	THOMSON REUTERS - WEST	1,725.00	Subscription Law Books
1010800	9/25/2024	THREE RIVERS FS INC	240.38	LF DEF 09/13
1010879	10/2/2024	THREE RIVERS FS INC	35.00	LP TANK RENTAL FOR MILLER RIVERVIEW
1010879	10/2/2024	THREE RIVERS FS INC	276.00	LF Spectra Lube Red Grease 09/20/24
1010905	10/2/2024	TIMOTHY J LAWLER	533.04	2024 Traffic Expo
515083	9/25/2024	TIMOTHY L WITTSTOCK	99.00	Nitrile Gloves for Patrol
1010877	10/2/2024	TIMOTHY L SPECHT	7,350.00	473 Burch HH Specht
1010877	10/2/2024	TIMOTHY L SPECHT	8,000.00	2422 White St HH Specht

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1010877	10/2/2024	TIMOTHY L SPECHT	5,600.00	942 Southern HH Specht
515140	10/2/2024	TIMOTHY P GOTTSCHALK	75.00	Softball Umpire- Tim Gottschalk
1010801	9/25/2024	TOP GRADE EXCAVATING INC	33,223.40	E 24th St Site Contaminated Soil Removal Project
515109	9/24/2024	TOP GRADE EXCAVATING INC	25,452.31	E 24th St Site Contaminated Soil Removal Project
515170	10/2/2024	Trace Analytics LLC	664.96	SCBA Breathing Air Analysis
250300016	9/12/2024	TRANSFIRST	2,745.27	Monthly CC Fees for Passport
250300017	9/12/2024	TRANSFIRST	398.66	Credit Card Fees
250300018	9/12/2024	TRANSFIRST	311.19	Intermodal Ramp CC Fees
250300019	9/12/2024	TRANSFIRST	655.18	Ramps CC Charges
250300020	9/12/2024	TRANSFIRST	65.95	UB/Parking Tickets CC Fees
1010898	10/2/2024	TRAVIS F SMITH	8,955.00	FY25 Lawn Care Services
1010848	9/25/2024	TRI-STATE PORTA POTTY INC	1,130.00	PORTA-POTTIES-SEPT 2024
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	(126.78)	101C/5290118 Clamp V Band Unit 2680
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	(150.00)	101C/5461550RX Sensor Particulate Unit3402
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	(420.00)	101C/2880589RX Module Inlet Catalyst unit 2680
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	(432.40)	Unit 2697 101F/TDA XK3124707QP Brakes
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	(1,050.00)	Unit 2703 Turbo charger kit Actuator
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	111.24	101F/DDE 23515250 Sensor - Air Temp
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	1,476.16	101F/TDA S2F78774592W3 Kit Shoe & lining
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	856.47	101C/5462436RX Sensor Nitrogen Oxide Unit 2681
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	183.00	101C/4384138 Sensor DFN Pressure & Frt Unit 2503
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	21.86	101F/DDE 23515250 Sensor Air Temperature
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	55.86	101F/16-12399-001 Bushing Frt Unit 3413
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	577.28	Crankcase ventilation kit Fuel Filter
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	457.23	101F/22-75835-000 Compr - AC AC rapid seal kit
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	25.05	101C/4934278 Washer Sealing 101C/3684284 Washer
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	157.76	101C/3969058 Tube Oil Guage
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	(384.15)	101F/A18-71483-004 Glass windshield Unit 3245
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	(255.00)	101C/5462436RX Sensor Nitrogen Oxide Unit 2681
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	339.68	101F/TDA XK2124704QP Reman Shoe Kit Unit 2695
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	11.40	5" HD Saddle Clamp Unit 3402
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	87.76	Unit 2682 101F/DDE A0019959702 Clamp General
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	87.21	Unit 3413 101F/MED 584147530 Support Mirror RH
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	350.50	Unit 3411 Tube Supply Tube Return
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	24.42	101F/GT V-Belt Extended Life
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	11.62	101F/ABP N01 17462 v-Belt
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	1,975.87	Unit 2682 Kit Particulate Filter & Freight
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	108.97	Unit 2703 101F/A22-77123-002 Receiver Drier AC Ou
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	212.69	Unit 2703 101F/ABP N83 2020 22530 Comp 10s15C Pv8
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	60.05	Unit 2703 101F/VCC T1001838L TXV Assy Service Ki
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	3,141.05	Unit 2682 101C/2880589RX Module inlet Catlyast
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	616.01	Unit 2682 101C/2872467 Sensor Temperature
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	165.67	Unit 3413 MEK 514144400 Mirror
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	125.16	101C/5492073 Sensor DFN Pressure
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	14.71	Unit 2683 Gasket Hydraulic Pump
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	78.73	Gaskets, O-rings, washers 25IUN24
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	151.96	Clamp, gaskets, washers 062624
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	1.89	101F/TL 10202R Lamp Marker Red
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	216.74	Filter & Fuel Separator
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	238.21	Clamp V Band & Gasket
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	313.94	Mirror Heated
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	50.34	101F/ B/U LED 12V Lamp
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	224.93	101F/A04-33018-002 Bracket FWD/Rear
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	78.24	101X/4111/4112 Power Steering Fluid
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	111.10	#3223 101C/5417471 Clamp V Band
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	521.23	Diagnose & Advise Hour Meter is INOP
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	2,747.22	Diagnose & Advise Condition Drivers Side Trail Arm
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	312.74	Unit 2503 Diagnose Inactive Code for Aftertreatmen
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	17.92	3411 o-ring seal
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	408.18	3411 receiver, drier, txv assy, parts
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	14.55	3413 interior release handle
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	1,678.48	Unit 3206 Turbocharger Kit
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	36.03	Unit 2694 Grommet - special order delivery
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	294.02	Stock Filters
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	(255.00)	2697 Sensors & Freight
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	(15.00)	2504 Sensors (DFN Press, PRS Temp, & Temp Core
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	56.79	Unit 2694 Brake Kit
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	(300.00)	2697 Turbocharger Actuator Kit & Core
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	1,614.59	Unit 2682 External Diagnostic Diff. Pres. Servic
1010844	9/25/2024	TRUCK COUNTRY OF IOWA INC	1,150.14	Unit 2680 KIT, Turbocharger Actuator
1010769	9/18/2024	TRUCK COUNTRY OF IOWA INC	581.64	Unit 3413 Sensor, Particulate
1010924	10/2/2024	TRUCK COUNTRY OF IOWA INC	691.94	stock oil pan gaskets
1010880	10/2/2024	ULINE INC	482.85	MISC SUPPLIES FOR PARKS
250300045	9/24/2024	UMB BANK	600.00	Paying Agent Fee
250300046	9/24/2024	UMB BANK	600.00	Paying Agent Fee
1010822	9/25/2024	Unified Therapy Services	450.00	4823 Peacock HH Unified Therapy
1010822	9/25/2024	Unified Therapy Services	450.00	2435 Pearl HH Unified Therapy
1010822	9/25/2024	Unified Therapy Services	450.00	3715 Mt Alpine HH Unified Therapy
1010881	10/2/2024	UNIFORM DEN	86.85	Lettering & Fire screen on back of Krapfl's Unifor
1010881	10/2/2024	UNIFORM DEN	60.00	Alterations-Name removal on shirt
1010881	10/2/2024	UNIFORM DEN	425.85	Uniform shirts and pants for Ted Krapfl

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
515136	10/2/2024	UNIVERSITY OF NORTHERN IOWA	10,000.00	3 AmeriCorps Members
515079	9/25/2024	VERIZON WIRELESS SERVICES LLC	411.70	Staff cell phones and data for surface tablets
515137	10/2/2024	VERIZON WIRELESS SERVICES LLC	100.10	Fixed Route Signs Data
515137	10/2/2024	VERIZON WIRELESS SERVICES LLC	255.58	Fixed Route Rangers Data
1010806	9/25/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linens, table cloths, cleaning cloths
1010806	9/25/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linens, table cloths, cleaning cloths
1010887	10/2/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linens, table cloths, cleaning cloths
1010883	10/2/2024	WALLY C WERNIMONT	348.00	Reimbursement Request Per Diem and Mileage WW IHC
1010803	9/25/2024	WARTBURG THEOLOGICAL SEMINARY	55.16	FY2025 Franchise Fees
1010803	9/25/2024	WARTBURG THEOLOGICAL SEMINARY	611.70	FY2025 Franchise Fees
515097	9/25/2024	WB McCloud & Co, Inc.	530.00	Pest Prevention - monthly
1010882	10/2/2024	WELU PRINTING COMPANY	36.68	FY25 Business Cards
1010882	10/2/2024	WELU PRINTING COMPANY	36.68	Business cards for Charlie Miller, ZEO
1010845	9/25/2024	WENZEL TOWING SERVICE	78.00	Unit 3102: Tow to Fynn Ford, Transmission Locked
515139	10/2/2024	WESTPHAL & COMPANY, INC	190.00	ST2-AP moved per Alicia Turnis
515139	10/2/2024	WESTPHAL & COMPANY, INC	358.50	FAN ISSUES DUE TO STORM DAMAGE
515095	9/25/2024	WEX HEALTH INC	991.01	FY25 COBRA, Commuter, FSA Administration-Aug 2024
1010885	10/2/2024	WHKS AND COMPANY	7,482.20	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
1010885	10/2/2024	WHKS AND COMPANY	622.62	JEFFERSON PARK RETAINING WALL PROJECT
515155	10/2/2024	WISCONSIN INDEPENDENT NETWORK LLC	12,100.20	1Gbps Fiber internet for Library
250300021	9/12/2024	WORLDPAY	933.25	Monthly CC Fees for Port of Dubuque
250300022	9/12/2024	WORLDPAY	137.32	Monthly CC Fees for Port of Dubuque
1010782	9/25/2024	YAMAHA MOTOR CORPORATION USA	6,944.00	FY25 GOLF CART LEASE
1010770	9/18/2024	ZOLL MEDICAL CORPORATION	1,700.00	Annual Preventative Maintenance on Defib/Monitors
			<u>\$</u>	<u>5,102,864.51</u>

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	North Grandview Avenue Pavement Rehabilitation Project - PROJECT 5521000018
SUMMARY:	City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$382,449.82 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the North Grandview Avenue Pavement Rehabilitation Project. RESOLUTION Accepting the North Grandview Avenue Pavement Rehabilitation Project and authorizing final payment to the contractor
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

- ATTACHMENTS:
- 1. MVM Memo
 - 2. 1 Memo Acceptance N Grandview Pavement Rehab
 - 3. 2 Acceptance Resolutions N Grandview Pavement Rehab
 - 4. 3 Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

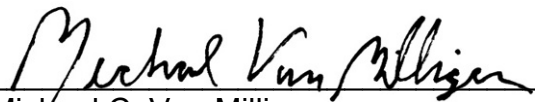
FROM: Michael C. Van Milligen, City Manager

SUBJECT: North Grandview Avenue Pavement Rehabilitation Project
PROJECT 5521000018

DATE: October 2, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$382,449.82 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the North Grandview Avenue Pavement Rehabilitation Project.

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



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jon Dienst, Civil Engineer II
Arielle Swift, Public Works Director
Bob Schiesl, Assistant City Engineer
Nate Steffen, Civil Engineer
Phil Grommet, Engineering Technician

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: September 30, 2024
RE: North Grandview Avenue Pavement Rehabilitation Project
PROJECT 5521000018

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the North Grandview Avenue Pavement Rehabilitation Project.

BACKGROUND

North Grandview Avenue from Loras Boulevard to Rosedale Avenue was last reconstructed in 1992. Since that time, the concrete joints have become badly deteriorated. The pavement ride is rough, and city staff have received many complaints from the public.

DISCUSSION

The North Grandview Avenue Pavement Rehabilitation Project was completed by Eastern Iowa Excavating and Concrete, LLC. in the final contract amount of \$382,449.82 which is a 7.8% increase above the original contract amount of \$354,756.33.

The additional cost is due to additional pavement rehabilitation needed on Delaware Street east of North Grandview Avenue. Also, additional curb and gutter and sidewalk needed to be removed and replaced near a city owned lot.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorized the payment of \$382,449.82 to Eastern Iowa Excavating & Concrete, LLC for the North Grandview Avenue Pavement Rehabilitation Project.

BUDGET IMPACT

The project cost for the North Grandview Avenue Pavement Rehabilitation Project is as follows:

Description		Award	Final
Construction Contract		\$ 354,756.33	\$ 382,449.82
Contingency		35,475.63	0.00
Construction Engineering & Inspection		58,534.79	38,244.99
	Total	\$448,766.75	<u>\$420,694.81</u>

The project funding summary is as follows:

CIP No.	Fund Description	Fund Amount
5521000018	Pavement Rehabilitation	\$ 420,694.81
	Total Project Funding	<u>\$ 420,694.81</u>

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$382,449.82 to Eastern Iowa Excavating and Concrete, LLC, of Cascade, IA, for the North Grandview Avenue Pavement Rehabilitation Project.

Prepared By: Jon Dienst, Civil Engineer II

cc: Arielle Swift, Public Works Director
 Bob Schiesl, Assistant City Engineer
 Nate Steffen, Civil Engineer
 Phile Grommet, Engineering Technician

RESOLUTION NO. -24

ACCEPTING THE NORTH GRANDVIEW AVENUE PAVEMENT REHABILITATION PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the Public Improvement Contract for the North Grandview Avenue Pavement Rehabilitation Project (the Project) has been completed by the contractor, Eastern Iowa Excavating and Concrete LLC (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$382,449.82;

WHEREAS, the Contractor has previously been paid \$363,327.33, leaving a balance of \$19,122.49; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$19,122.49 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 7th day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE NORTH
GRANDVIEW AVENUE PAVEMENT REHABILITATION PROJECT**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the North Grandview Avenue Pavement Rehabilitation Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$382,449.82.

Dated this 7th day of October 2024.

A handwritten signature in blue ink, appearing to read "Gus Psihoyos", written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 7th day of October 2024.

A handwritten signature in blue ink, appearing to read "Adrienne N. Breitfelder", written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: Acceptance of Grants of Easement for Access and Maintenance as Part of the 2024 SRF Green Alley Project

SUMMARY: City Manager recommending City Council accept the Grants of Easement for Access and Maintenance from Phillip M. Brown, Mid-America Property Management, LLC, and Rider Lacey Block, LLC, as identified on the attached resolution as property owners of properties in the city block bounded by E. 17th, E 18th, Central and White Streets as part of the 2024 SRF Green Alley Project and as shown on the exhibits on attached the Grants of Easement.
RESOLUTION Accepting Grants of Easement for Access and Maintenance Associated with the 2024 SRF Green Alley Project, in the City of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. 1 green alley 2024 easements cc memo
3. 2 green alley 2024 Resolution accept easements
4. grant easement brown signed
5. grant easement mid america signed
6. grant easement rider lacey

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

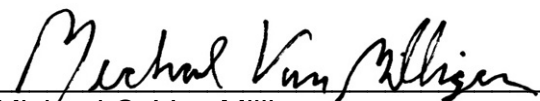
SUBJECT: Acceptance of Grants of Easement for Access and Maintenance as Part of the 2024 SRF Green Alley Project

DATE: October 3, 2024

City Engineer Gus Psihoyos is recommending City Council accept the Grants of Easement for Access and Maintenance from Phillip M. Brown, Mid-America Property Management, LLC, and Rider Lacey Block, LLC, as identified on the attached resolution as property owners of properties in the city block bounded by E. 17th, E 18th, Central and White Streets as part of the 2024 SRF Green Alley Project and as shown on the exhibits on attached the Grants of Easement.

This project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings. This project will use SRF funds to help pay for the paving portion of the work. American Rescue Plan (ARPA) funds will be used for the utility work planned. The SRF funds were leveraged from the Bee Branch RR Culvert Project.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Acceptance of Grants of Easement for Access and Maintenance as Part of the 2024 SRF Green Alley Project

DATE: September 30, 2024

INTRODUCTION

The purpose of this memorandum is to seek acceptance of a Grants of Easement for Access and Maintenance across properties in the city block bounded by E. 17th, E 18th, Central and White Streets as part of the 2024 SRF Green Alley Project.

BACKGROUND

To date the city has reconstructed 81 alleys using interlocking concrete pavers to create “Green Alleys”. Green Alleys help allow for water infiltration thus reducing runoff from rain events. The alleys also help with reducing total suspended solids, nitrogen and phosphorous from enter the storm sewer system in Dubuque.

The green alleys have historically been funded with clean water state revolving funds (SRF). The funds are leveraged from sanitary sewer projects the city completes. In the past, \$9.4 million was leveraged from the reconstruction of the Water Resource Recovery Center.

DISCUSSION

This project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings. This project will use SRF funds to help pay for the paving portion of the work. American Rescue Plan (ARPA) funds will be used for the utility work planned. The SRF funds were leverage from the Bee Branch RR Culvert Project.

As part of the Iowa Department of Agriculture and Land Stewardship review (IDALS) and the Iowa DNR review of our proposed construction documents, comments were made concerning permeable paver area related to the contributing drainage area. Per revised standards the Iowa DNR adopted recently, the receiving permeable paver area cannot

have a drainage area over a certain percentage. In review of our project, additional private parking areas were added to have permeable pavers so that the City could meet the required percentage of permeable area to meet IDNR requirements. Meeting these requirements is required to use clean water SRF funds for the alleys. The City will own and maintain these private parking areas.

The City proposes to acquire permanent access and maintenance easements to allow for maintenance of the proposed permeable paver driveway improvements across the properties. The grants of easement and exhibits are shown in the attached documents.

RECOMMENDATION

I recommend accepting the Grants of Easement for Access and Maintenance from Phillip M. Brown, Mid-America Property Management, LLC, and Rider Lacey Block, LLC, as identified on the attached resolution and as shown on the exhibits on attached the Grants of Easement.

ACTION TO BE TAKEN

I respectfully request acceptance of the dedication of Grants of Easement for Access and Maintenance from the respective property owners through the adoption of the enclosed resolution.

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. -24

ACCEPTING GRANTS OF EASEMENT FOR ACCESS AND MAINTENANCE ASSOCIATED WITH THE 2024 SRF GREEN ALLEY PROJECT, IN THE CITY OF DUBUQUE, IOWA

Whereas, Phillip M. Brown has executed a Grant of Easement for Access and Maintenance across Part of Lot 1 of Lot 2 of the North Middle 1/5 of City Lot 435, in the City of Dubuque, Iowa; and

Whereas, Mid-America Property Management, LLC, has executed a Grant of Easement for Access and Maintenance across Part of the Northerly 8 feet 1 inch of the South Middle 1/5, and the Southerly 32' of the Middle 1/5, of City Lot 435, in the City of Dubuque, Iowa, and Part of the North 19.2 feet of Middle one-fifth, and Lot 2 of Lot 2 of North Middle one-fifth, of City Lot 435, in the City of Dubuque, Iowa; and

Whereas, Rider Lacey Block, LLC, has executed a Grant of Easement for Access and Maintenance across Part of the South One-Fifth and the South 14 feet of the South Middle One-Fifth of City Lot 440, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grants of Easement for Access and Maintenance, across the properties as listed above, in the City of Dubuque, Iowa from the property owners as listed above, copies of which are attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution with each said Grant of Easement for Access and Maintenance in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved and adopted this 7th day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF EASEMENT FOR ACCESS AND MAINTENANCE

For and in consideration of the sum of Ten and 00/100's Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

PHILLIP M. BROWN
1765 White Street
Dubuque, Iowa 52001

of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

Part of Lot 1 of Lot 2 of the North Middle 1/5 of City Lot 435, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining a permeable paver parking area and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

Together with the right of access over the area shown on the attached Exhibit A and for ingress and egress to repair, replace or maintain said permeable paver parking area.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said permeable paver parking area and other appurtenances.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

Grantor shall be responsible for all snow and ice removal maintenance activities over the permeable paver parking area.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said permeable paver parking area appurtenances thereon or therein.

Dated at Dubuque, Iowa this 4 day of September, 2024.

PHILLIP M. BROWN

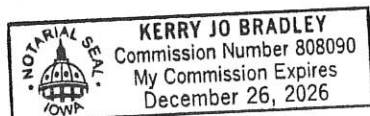
By: 

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE COUNTY, SS:

On this 4th day of September, A.D., 2024 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Phillip M. Brown to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

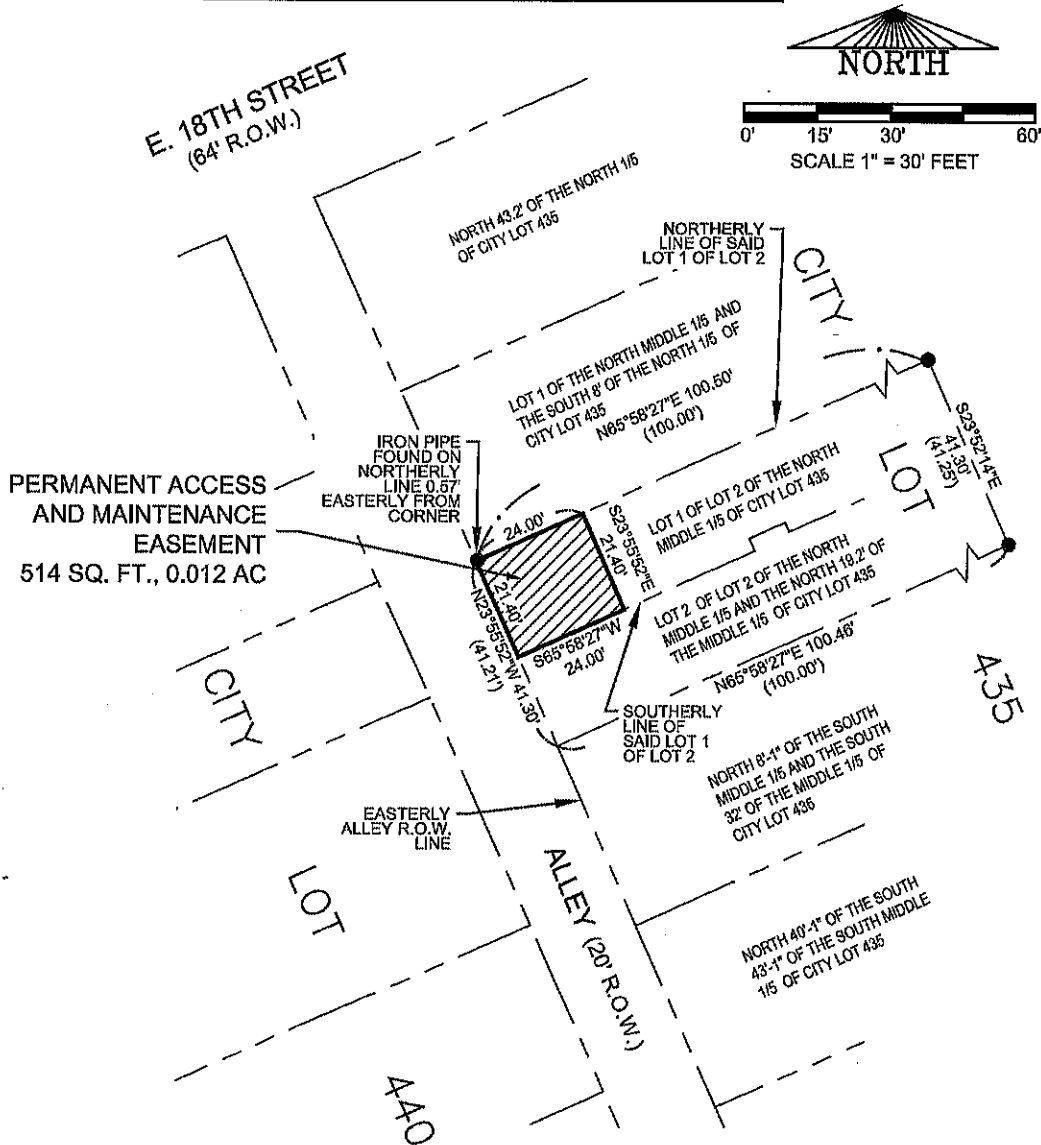



Notary Public In and For Said State

CITY OF DUBUQUE

EXHIBIT A - PERMANENT ACCESS AND MAINTENANCE EASEMENT

COUNTY DUBUQUE PARCEL NO. 1024261011 JOB NO. _____
PROJECT GREEN ALLEY - SRF SECTION 24 TWP 89N RANGE 2E
ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW
LEGAL DESCRIPTION LOT 1-2 OF THE NORTH MIDDLE 1/5 OF CITY LOT 435, CITY OF DUBUQUE
OWNER PHILLIP M. BROWN



NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED LOT: PHILLIP M. BROWN
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. TOTAL AREA OF PERIMETER SURVEYED IS 514 SQUARE FEET (0.012 ACRES)
5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
6. DATE OF SURVEY: 6-20-2024

LEGEND



FOUND 1" IRON PIPE
PROPOSED PERMANENT
EASEMENT AREA
RIGHT OF WAY
RECORD DIMENSION
PROPERTY LINE

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

For the City of Dubuque

Russell N. Kieffer Iowa Lic. No. 18128 Date
My license renewal date is December 31, 2024
Pages or sheets covered by this plat: THIS PAGE ONLY

CITY OF DUBUQUE
ENGINEERING DEPARTMENT
CITY HALL, 50 WEST 13TH STREET
DUBUQUE, IA 52001-4804

PHONE (563) 589-4270 FAX (563) 589-4205

Drawn By: JUB Approved By: RNK Date: 07-23-24

LOT 1-2 OF THE NORTH MIDDLE 1/5 OF CITY
LOT 435, IN THE CITY OF DUBUQUE, IOWA

C.P. Number:

Sheet Number: 1 of 3

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF EASEMENT FOR ACCESS AND MAINTENANCE

For and in consideration of the sum of Ten and 00/100's Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

MID-AMERICA PROPERTY MANAGEMENT, LLC
P.O. Box 1572
Dubuque, Iowa 52004

of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

Part of the Northerly 8 feet 1 inch of the South Middle 1/5, and the Southerly 32' of the Middle 1/5, of City Lot 435, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof; and

Part of the North 19.2 feet of Middle one-fifth, and Lot 2 of Lot 2 of North Middle one-fifth, of City Lot 435, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining a permeable paver parking area and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

Together with the right of access over the area shown on the attached Exhibit A and for ingress and egress to repair, replace or maintain said permeable paver parking area.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said permeable paver parking area and other appurtenances.

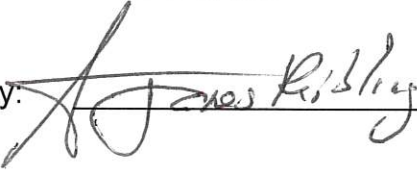
Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

Grantor shall be responsible for all snow and ice removal maintenance activities over the permeable paver parking area.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said permeable paver parking area appurtenances thereon or therein.

Dated at Dubuque, Iowa this 19TH day of SEPTEMBER, 2024.

MID-AMERICA PROPERTY
MANAGEMENT, LLC

By: 

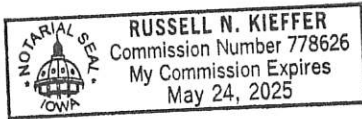
NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE COUNTY, SS:

On this 19TH day of SEPTEMBER, A.D., 2024 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared JAMES RETBLING to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is

attached, and acknowledged that they executed the same as their voluntary act and deed.



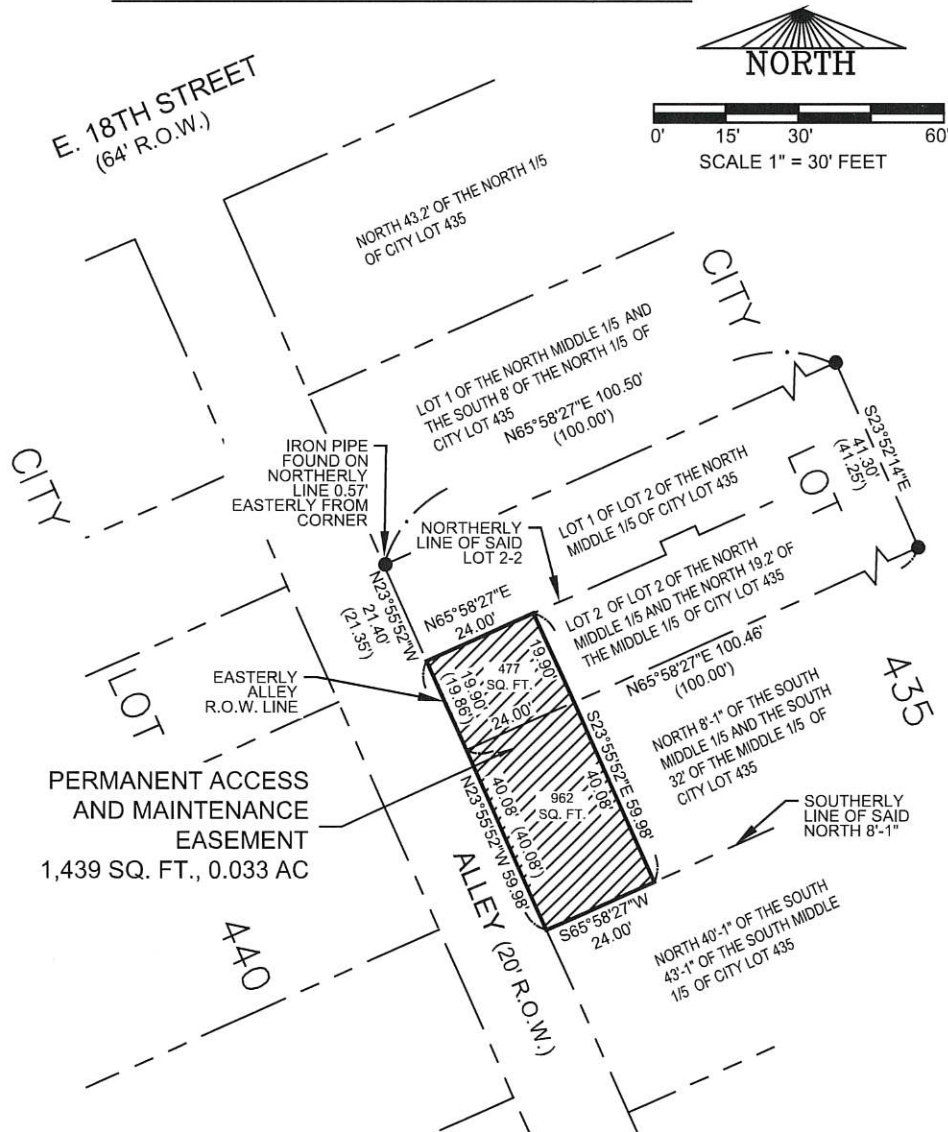
RN. K

Notary Public In and For Said State

CITY OF DUBUQUE

EXHIBIT A - PERMANENT ACCESS AND MAINTENANCE EASEMENT

COUNTY DUBUQUE PARCEL NO. 1024261012 JOB NO. 1024261013
PROJECT GREEN ALLEY - SRF SECTION 24 TWP 89N RANGE 2E
ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW
LEGAL DESCRIPTION LOT 2 OF LOT 2 OF THE NORTH MIDDLE 1/5 AND THE NORTH 19.2' OF THE MIDDLE 1/5 AND THE NORTH 8'-1" OF THE SOUTH MIDDLE 1/5 AND THE SOUTH 32' OF THE MIDDLE 1/5, ALL OF CITY LOT 435
OWNER MID-AMERICA PROPERTY MANAGEMENT, LLC



NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED LOT: MID-AMERICA PROPERTY MANAGEMENT, LLC
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. TOTAL AREA OF PERIMETER SURVEYED IS 1,439 SQUARE FEET (0.033 ACRES)
5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
6. DATE OF SURVEY: 5-20-2024

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

For the City of Dubuque

Russell N. Kleffer Iowa Lic. No. 18128 Date
My license renewal date is December 31, 2024
Pages or sheets covered by this seat: THIS PAGE ONLY

LEGEND



R.O.W.
(100.00')

FOUND 1" IRON PIPE
PROPOSED PERMANENT
EASEMENT AREA
RIGHT OF WAY
RECORD DIMENSION
PROPERTY LINE

CITY OF DUBUQUE
ENGINEERING DEPARTMENT
CITY HALL, 50 WEST 13th STREET
DUBUQUE, IA 52001-4864

PHONE (563) 589-4270 FAX (563) 589-4205

Drawn By: JJB Approved By: RNK Date: 07-25-24
LOT 2 OF LOT 2 OF THE NORTH MIDDLE 1/5 AND THE NORTH 19.2' OF THE MIDDLE 1/5 AND THE NORTH 8'-1" OF THE SOUTH MIDDLE 1/5 AND THE SOUTH 32' OF THE MIDDLE 1/5, ALL OF CITY LOT 435

C.I.P. Number:

Sheet Number: 1 of 4

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF EASEMENT FOR ACCESS AND MAINTENANCE

For and in consideration of the sum of Ten and 00/100's Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

RIDER LACEY BLOCK, LLC
1730 Central Avenue
Dubuque, Iowa 52001

of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

Part of the South One-Fifth and the South 14 feet of the South Middle One-Fifth of City Lot 440, in the City of Dubuque, Iowa as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining a permeable paver parking area and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

Together with the right of access over the area shown on the attached Exhibit A and for ingress and egress to repair, replace or maintain said permeable paver parking area.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said permeable paver parking area and other appurtenances.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

Grantor shall be responsible for all snow and ice removal maintenance activities over the permeable paver parking area.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said permeable paver parking area appurtenances thereon or therein.

Dated at Dubuque, Iowa this 3rd day of October, 2024.

RIDER LACEY BLOCK, LLC

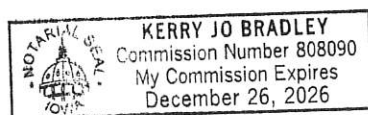
By: 

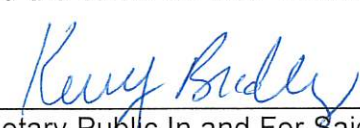
NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE COUNTY, SS:

On this 3rd day of Oct, A.D., 2024 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Chris Richard Rider Lacey Block to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.




Notary Public In and For Said State

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: 2024 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina: Approve Iowa Department of Natural Resources Subrecipient Grant Agreement: Iowa DNR Agreement No. 25CRDFBGSCO-0001: USFWS Agreement No. F24AP01981

SUMMARY: City Manager recommending City Council approval and authorization for the Mayor to execute the Subrecipient Grant Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources (Iowa DNR) for the 2024 Boating Infrastructure Tier 1 Grant (BIG Tier 1) to assist with funding to perform maintenance dredging at Dubuque Marina.
RESOLUTION Approving a 2024 Boating Infrastructure Tier 1 Grant Subrecipient Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources to assist with maintenance dredging at Dubuque Marina

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

ATTACHMENTS:

1. MVM Memo
2. 2024 BIG Tier 1 Dbq Marina Dredging - Approve Subrecipient Grant Agreement - Council Staff MEMO
3. 2024 BIG Tier 1 Dbq Marina Dredging - Approve Subrecipient Grant Agreement - Council RESOLUTION
4. 25CRDFBGSCO-0001 - Subrecipient Grant Agreement for 2024 Big Tier 1 - Dubuque Marina

TO: The Honorable Mayor and City Council Members

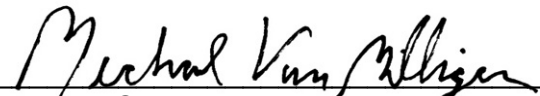
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina
Approve Iowa Department of Natural Resources Subrecipient Grant
Agreement
Iowa DNR Agreement No. 25CRDFBGSCO-0001
USFWS Agreement No. F24AP01981

DATE: October 1, 2024

Assistant City Engineer Robert Schiesl is recommending City Council approval and authorization for the Mayor to execute the Subrecipient Grant Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources (Iowa DNR) for the 2024 Boating Infrastructure Tier 1 Grant (BIG Tier 1) to assist with funding to perform maintenance dredging at Dubuque Marina.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Teri Goodmann, Director of Strategic Partnerships
Nathan Kelleher, Grant Budget/Financial Analyst
Nathan Steffen, Civil Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: September 30, 2024

RE: 2024 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina
Approve Iowa Department of Natural Resources Subrecipient Grant Agreement
Iowa DNR Agreement No. 25CRDFBGSCO-0001
USFWS Agreement No. F24AP01981

INTRODUCTION

The purpose of this memorandum is to provide information and to request City Council approval and authorization for the Mayor to execute the Subrecipient Grant Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources (Iowa DNR) for the 2024 Boating Infrastructure Tier 1 Grant (BIG Tier 1) to assist with funding to perform maintenance dredging at Dubuque Marina.

BACKGROUND

The Sportfishing and Boating Safety Act - BIG Tier 1 grant funding supports boating as a popular recreational activity; there are approximately 11.8 million registered recreational boats in the United States. Of this total, an estimated 584,000 are at least 26 feet long. The Sportfishing and Boating Safety Act of 1998 (Public Law 105-178) established the Boating Infrastructure Grants (BIG) Program (16 U.S.C. 777g-1) to provide funding to the 50 States, for the construction, renovation, and maintenance of boating infrastructure facilities for transient recreational vessels at least 26 feet long that are operated, leased, rented, or chartered primarily for pleasure.

On September 5, 2023, per Resolution 284-23, the City Council authorized staff to submit a grant application to the US Fish and Wildlife Service and Iowa Department of Natural Resources for the 2024 Boating Infrastructure Tier 1 (BIG Tier 1) to assist with funding to perform maintenance dredging at Dubuque Marina. grant application to the Iowa DNR for dredging the marina to provide transient boaters, and boaters who operate vessels 26 feet or larger, access to docking and safe harbor facilities, including fueling, pump-out, bathroom and shower facilities, access to clean water, electricity, and other utilities.

On July 11th, 2024, the Iowa DNR Commission approved the 2024 BIG Tier 1 grant award and the Subrecipient Grant Agreement.

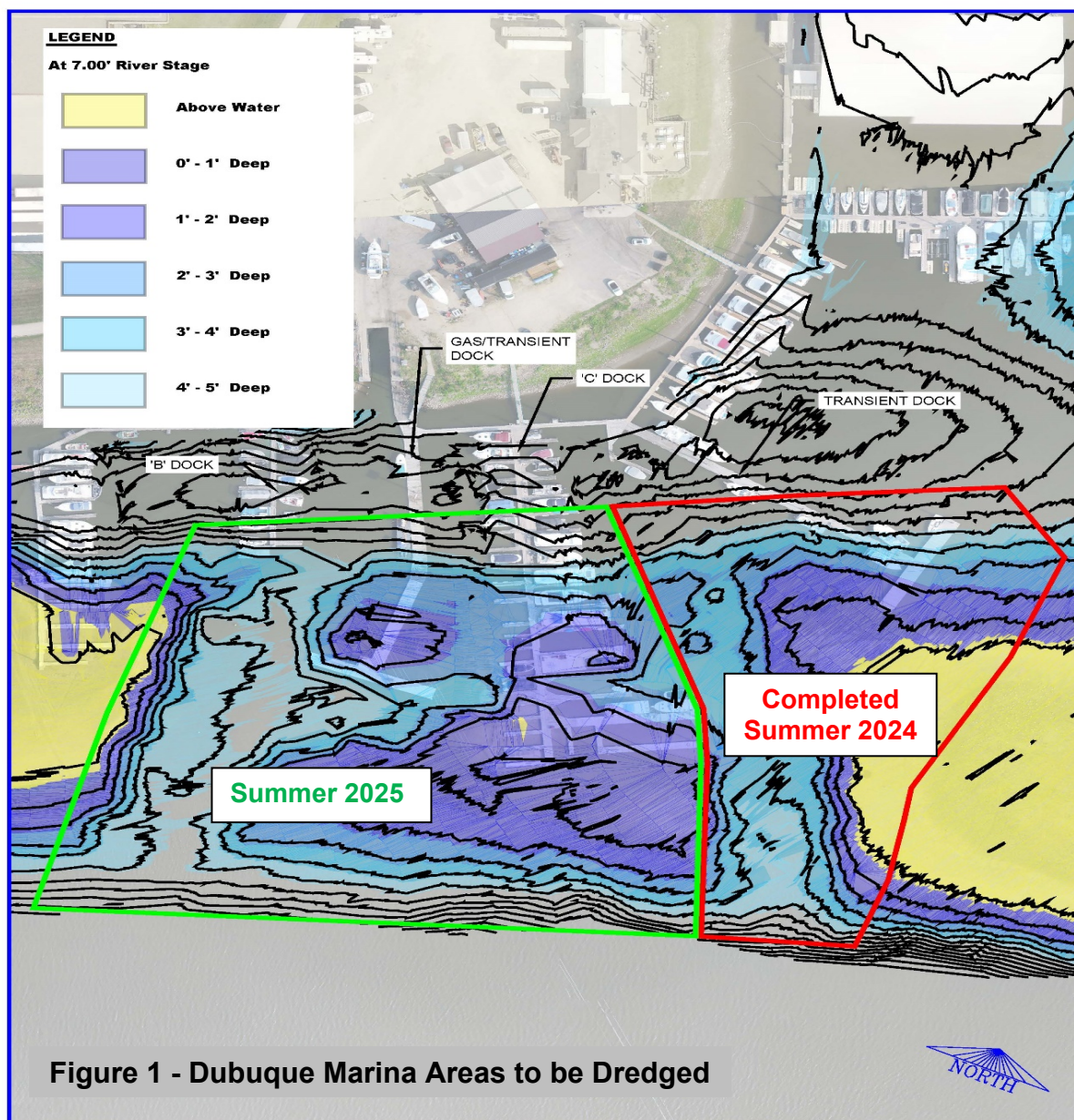
PROJECT DEVELOPMENT TIMELINE

The City plans to perform dredging work for the 2024 BIG Tier 1 project in 2025.

BIG TIER 1 GRANTS - DREDGING PLAN

Upon reviewing the BIG grant eligible scope of work for maintenance dredging, and after discussions with Dubuque Marina and Iowa DNR staff, City staff is proposing a 2-phase dredging project to support the local and regional transient boating at the marina.

The objective and scope of work for the 2022 BIG TIER 1 grant funding that was awarded was used to complete maintenance dredging within the area shown in Figure 1, to an approximate river bottom elevation of 586-Ft., which will provide adequate depth for transient boats 26 feet in length or greater and will create a safe open water for navigating vessels from the Peosta Channel to and from the marina transient docks.



2022 BIG Tier 1 grant funding was used to complete maintenance dredging in the summer of 2024 within the area outlined in **RED**.

The 2024 BIG Tier 1 grant funding will be used to perform maintenance dredging within the area outlined in **GREEN** during the summer of 2025.

The objective and scope of work for the proposed 2024 BIG grant funding is to continue with the completion of maintenance dredging within the area shown in Figure 1, to an approximate river bottom elevation of 586-Ft. This will create a larger open waterway for navigating transient vessels from the Peosta Channel to and from the marina transient docks and provide safe access to the existing transient dock for fuel, water, and holding tank pump-out.

The proposed 2-phase dredging project will provide adequate depth and improved open waterway for safely navigating transient vessels. By dredging and creating the open waterway from the Peosta Channel to the marina transient docks, this will create improved water flow and water circulation which will reduce the potential for future sediment siltation within the proposed dredge location. The proposed dredged open waterway will be more sustainable long-term and will maximize the return on the investment of federal BIG funding with a long-term solution in providing safe harbor access for daily and overnight transient boaters.

BIG TIER 1 - PROJECT FUNDING

The original 2024 BIG Tier 1 grant application submitted by the City requested \$170,271 in grant funds along with \$100,000 to be contributed as the local match to grant funds.

With the City's Notice of Award for the 2024 BIG Tier 1 grant funding the City was awarded \$170,100. Prior to proceeding with the 2024 BIG Tier 1 Grant - Maintenance Dredging Project, the City will enter into a funding agreement with Dubuque Marina for the local match.

The proposed project funding is summarized as follows:

Description	Fund Amount
2024 BIG Tier 1 Grant Award	\$ 170,100.00
Private Participation - Dubuque Marina (Local Match)	100,000.00
Total Dredge Funding	\$ 270,100.00

RECOMMENDATION

I recommend that the City Council adopt the enclosed resolution and authorize the Mayor to sign the Subrecipient Grant Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources for the 2024 BIG Tier 1 Grant to assist with funding to perform maintenance dredging at Dubuque Marina.

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the attached resolution and authorize the Mayor to sign the Subrecipient Grant Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources for the 2024 Boating Infrastructure Tier 1 Grant (BIG Tier 1) to assist with funding to perform maintenance dredging at Dubuque Marina.

cc: Jenny Larson, Chief Financial Officer
Teri Goodman, Director of Strategic Partnerships
Nathan Kelleher, Grant, Budget/Financial Analyst
Nathan Steffen, Civil Engineer

George Scholten, Iowa DNR
Dubuque Marina

Attachment

F:\PROJECTS\DREDGING PROJECTS\2024 Maintenance Dredge\2024 DNR BIG Tier 1 Grant\DNR BIG Tier 1 Grant Funding Agreement

RESOLUTION NO. _____ - 24

RESOLUTION APPROVING A 2024 BOATING INFRASTRUCTURE TIER 1 GRANT SUBRECIPIENT AGREEMENT (AGREEMENT NO. 25CRDFBGSSCHO-0001) WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES TO ASSIST WITH MAINTENANCE DREDGING AT DUBUQUE MARINA

WHEREAS, on September 5th, 2023, per Resolution 284-23, the City Council authorized staff to submit the 2024 Boating Infrastructure (BIG) Tier 1 Grant application to the Iowa DNR for dredging Dubuque Marina to provide transient boaters, and boaters who operate vessels 26 feet or larger, access to docking and safe harbor facilities; and

WHEREAS, on July 11th, 2024, the Iowa DNR Commission approved the 2024 BIG Tier 1 grant award and the Subrecipient Grant Agreement with the City of Dubuque in the amount of \$170,100; and

WHEREAS, the City will be responsible for the lead agency role for administering the federal 2024 BIG Tier 1 grant.

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

SECTION 1. That said 2024 BIG Tier 1 Subrecipient Grant Agreement (Agreement No. 25CRDFBGSSCHO-0001) with the Iowa Department of Natural Resources to assist with funding to perform maintenance dredging at Dubuque Marina is hereby approved.

SECTION 2. That the Mayor be authorized and directed to execute the 2024 BIG Tier 1 Subrecipient Grant Agreement (Agreement No. 25CRDFBGSSCHO-0001) with the Iowa Department of Natural Resources.

Passed, approved and adopted this 7th day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**Iowa Department of Natural Resources
SUBRECIPIENT GRANT AGREEMENT
25CRDFBGSCO-0001**

PROJECT TITLE: 2024 BIG Tier 1 – Dubuque Marina

SUBAWARD BUDGET PERIOD AND PROJECT PERIOD OF PERFORMANCE: July 1, 2024 – December 31, 2025

FEDERAL AWARDING AGENCY: U.S. Fish and Wildlife Service

FEDERAL AWARD NUMBER: F24AP01981

NOT TO EXCEED AMOUNT OF REIMBURSEMENT TO SUBRECIPIENT: \$170,100.00

This Contract was approved by the Natural Resource Commission on July 11, 2024.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Kayla Lyon, Director

SUBRECIPIENT – CITY OF DUBUQUE

By: _____ Date: _____
Brad M. Cavanagh, Mayor

For DNR use only:

1. Retain a signed copy of the Agreement in the project file and send a copy (hardcopy or electronic) within 10 days of DNR Agreement signature to Kara.Bryant@dnr.iowa.gov.

1. **Parties and Authority.** The parties to this Subaward Grant Agreement (Agreement) are the Iowa Department of Natural Resources (DNR), an agency of the State of Iowa and the Pass-Through Entity (PTE), and City of Dubuque, Iowa (the Subrecipient). The parties make this Agreement under the authority of Iowa Code section 455A.4(6) and 456A.24.

- 1.1 **Project Managers.** Each party has designated a Project Manager, who shall be responsible for oversight of this Agreement and shall be involved in negotiating any Agreement modifications:

DNR Project Manager: George Scholten, Fisheries Supervisor
502 E. 9th St.
Des Moines, Iowa 50319
515-371-6915
george.scholten@dnr.iowa.gov

DNR Administration: Kara Bryant, Federal Aid Coordinator
502 E. 9th St.
Des Moines, Iowa 50319
515-587-7409
kara.bryant@dnr.iowa.gov

Subrecipient Administration and Project Manager: Robert Schiesl, P.E.
Assistant City Engineer
City of Dubuque, Iowa
City Hall, 50 W 13th Street, Dubuque, IA 52001
563-589-4270
bschiesl@cityofdubuque.org

Purpose. Expenditures for this Agreement are partially funded by federal funds. The DNR has received a federal grant under the terms and conditions of Sportfishing and Boating Safety Act (CFDA # 15.622) awarded by U.S. Fish and Wildlife Service. The DNR hereby awards a cost-reimbursable Subaward to Subrecipient. The parties have entered into this Agreement to conduct the following Project:

The objective is to dredge areas near and around the existing transient dock and continuing southeast toward the existing transient/fuel/water/pump-out dock. This will provide boaters safe access to the amenities of the Dubuque Marina and the City of Dubuque. It will also provide safe harbor for daily and overnight docking. Bathroom and shower facilities are currently available to these transient boaters.

2. **Term of Agreement.** The term of this Agreement shall be July 1, 2024, through December 31, 2025, unless terminated earlier in accordance with the Termination section. However, payment for any work performed under this Agreement shall not be made until it has been signed by both parties. All costs incurred prior to execution are at the Subrecipient's risk. No costs shall be incurred by the Subrecipient before July 1, 2024, or after December 31, 2025; and the Subrecipient shall submit all invoices and supporting documentation by February 28, 2026.

3. **Definitions.**

"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 2 CFR § 200.308.

“Deliverables” means the services to be delivered to the DNR by Subrecipient, or on behalf of Subrecipient pursuant to this Agreement. Deliverables shall include the tasks set out in this Agreement and everything delivered to the DNR by Subrecipient that is related to the tasks, such as reports, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible works, materials and property of every kind and nature.

“Project Period” means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award.

4. **Statement of Work.** Subrecipient shall perform the following Tasks to complete the Project, consistent with the DNR’s Grant Proposal and the Federal Award, which are attached as Attachments A and B, respectively, and are incorporated by reference into this Agreement. Subrecipient shall complete its obligations under this Agreement by the Task Milestone Dates set out in the following table. If Subrecipient is not able to complete Tasks as stated herein or by the Task Milestone Dates stated herein, then Subrecipient shall inform the DNR in writing in the required reports.

Project Tasks	Task Milestone Date	Completion Date
Task 1: Review and Approval of Procurement Process Description: In order to be eligible for reimbursement, or for costs to be eligible for match, the subrecipient is responsible for compliance with 2 CFR 200 Subpart D - Procurement Standard (200.317 – 200.327). The subrecipient shall document compliance with all applicable sections and provide the DNR with the following documents before proceeding to Task 2: • Bid specifications presented to prospective bidders; • Copy of all bid tabulations; • Copy of executed contracts; • If a single-source procurement was utilized, a statement of justification must be provided as to why the Agreement was not competitively procured. In Subrecipient explanation, please include a reason why these costs are reasonable. The DNR shall review this documentation within 30 days and inform the Subrecipient when work can begin on Task 2. Similarly, the Subrecipient shall provide the DNR with any proposed Agreement amendments or change orders for review and approval prior to execution. Documentation of amendments and change orders shall be provided to the DNR.	This Task shall occur before work begins on Task 2.	30 days before start of Task 2
Task 2: Dredge Marina transient boat dockage area Description: The Subrecipient shall dredge areas near and around the existing transient dock and continuing southeast toward the existing transient/fuel/water/pump-out dock. This will provide boaters safe access to the amenities of the Dubuque Marina and the City of Dubuque. It will also provide safe harbor for daily and overnight docking. Bathroom and shower facilities are currently available to these transient boaters.	This Task shall occur throughout the term of this Agreement.	December 31, 2025

In the event that this Agreement and Attachments A and B are inconsistent, the following shall be the order of precedence: (1) this Agreement, (2) Attachment A, and (3) Attachment B.

5. **Budget.** Payment shall be for satisfactory completion of the requirements outlined in this Agreement, including Attachments A and B, provided that Subrecipient has complied with the terms of this Agreement. This Federal Sub-Award will become effective on July 1, 2024, with a total Federal share not to exceed \$170,100.00. The budget for this Agreement shall be as set out below:

Task	Unit	Amount per Unit (cubic yard)	Total Cost	Subrecipient prorated costs for non-transient users (16%)	Costs Eligible for 75% reimbursement
Task 1: Review and Approval of Procurement Process	NA	NA	\$0	NA	\$0
Task 2: Dredge Marina transient boat dockage area.	Estimated 9,000 cubic yards	\$30.00	\$270,000	\$43,200	\$226,800

6. **Submission of Invoices.** Invoices shall also serve as project progress reports and financial reports, with the final invoice serving as the final project report and final financial report. Therefore, Invoices shall be submitted to the DNR electronically on the template, which will be provided by the DNR. Invoices shall contain all requested information in the DNR's template with the following certification, signed by an official who is authorized to legally bind the non-Federal entity:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

The DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if the DNR reasonably believes the invoice is inaccurate or incorrect in any way.

The Subrecipient shall submit at least two invoices no more than 30 days after the end of the following two periods: Period 1: July 1, 2024, through June 30, 2025; and Period 2: July 1, 2025, through December 31, 2025; however, Subrecipient may invoice more frequently.

Original invoices, which shall include the DNR agreement number in a prominent place, shall be submitted electronically to:

Iowa Department of Natural Resources
 Attention: George Scholten, Iowa DNR
 Email: george.scholten@dnr.iowa.gov
 DNR Subrecipient Grant Agreement Number: 25CRDFBGSCO-0001

7. **Payment of Invoices.** The DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Subrecipient shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the Subrecipient under this Agreement. Payment will be issued to:

Nathan Kelleher, CPA
City of Dubuque, Iowa
City Hall, 50 W 13th Street, Dubuque, IA 52001
563-589-4141
nkellehe@cityofdubuque.org

8. **Amendments.** Agreement may be amended only by written agreement of the parties.
9. **Termination Upon Notice.** Any time after signing this Agreement, either the DNR or the Subrecipient may terminate this Agreement, in whole or in part, for any reason whatsoever, upon at least 30 days written notice to the Subrecipient. If the Awarding Agency terminates the Federal Award, the DNR will terminate in accordance with the Awarding Agency requirements.
- 9.1 If the DNR terminates this Agreement, the Subrecipient will be paid for any non-cancellable obligation properly incurred by the Subrecipient prior to termination. Payment will be made only upon submission of invoices and proper proof of Subrecipient's claim. Subrecipient shall return any unused grant funds to DNR within 30 days of termination.
- 9.2 If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return any unused grant funds to DNR within 30 days of termination, or the Federal Awarding Agency or the DNR may choose to proceed in compliance with the provisions of 2 CFR § 200.339.
10. **Indemnification.** Subrecipient agrees to indemnify and hold harmless the State of Iowa and the DNR, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or DNR, related to or arising from the Subrecipient's acts or omissions pursuant to this Agreement. Indemnification obligations of the Subrecipient shall survive termination of this Agreement.
11. **Right to review and observe; access to records.** The DNR shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Subrecipient shall permit the DNR or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Subrecipient relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of the DNR, the Subrecipient shall deliver to the DNR or its agents said documentation or materials.
12. **Public Records; Records Retention.** All records submitted to or inspected by the DNR 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 Subrecipient relating to this Agreement shall be retained by Subrecipient for a period of three years following the date of final payment or completion of any required audit, whichever is later.
13. **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.

14. **Compliance with Laws.** The Subrecipient agrees that, during the duration of and as a condition of the state's duty to perform under the terms of this Agreement, it will be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable; 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule); Equal Employment Opportunity provisions; Occupational Health and Safety Act; minimum wage requirements; audit requirements; and allowable costs.
15. **Certifications and Assurances.** By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR § 200.450.
 - 15.1 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the PTE. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - 15.2 Debarment, Suspension, and Other Responsibility Matters (2 CFR § 200.214 and 2 CFR § 180). By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR § 200.213 and 2 § CFR 180.
 - 15.3 Audit and Access to Records. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR §§ 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR §§ 200.337 and 200.338 as applicable.
 - 15.4 Program for Enhancement of Subrecipient Employee Protections (41 U.S.C § 4712). Subrecipient is hereby notified that it is required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C § 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications and assurances of this part be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- 15.5 **Use of Name.** Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.
- 15.6 **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** Pursuant to 2 CFR § 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
16. **Assignment and Delegation.** The Subrecipient may not assign, transfer, or convey in whole or in part this Agreement without the prior written consent of the DNR. For the purpose of construing this clause, a transfer of a controlling interest in the Subrecipient shall be considered an assignment. The Subrecipient may not delegate any of its obligations or duties under this Agreement without the prior written consent of the DNR.
17. **Repayment Obligation.** In the event that any 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 Subrecipient shall be liable to the DNR for the full amount of any claim disallowed and for all related penalties incurred. If the DNR determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Subrecipient has received funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the DNR's final determination of the disallowance of costs. If it is the DNR's final determination that costs previously paid by the DNR are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall immediately repay to the DNR any and all disallowed costs.
18. **Survival of Agreement.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
19. **Independent Contractor.** The status of the Subrecipient shall be that of an independent contractor. The Subrecipient, its employees, agents, and any subcontractors performing under this Agreement are not by reason of this Agreement employees of agents of the State of Iowa or any agency, division or department of the state. Neither the Subrecipient nor its employees shall be considered employees of the DNR or the State of Iowa for federal or state tax purposes by reason of this Agreement. DNR will not withhold taxes on behalf of the Subrecipient. The Subrecipient shall be responsible for payment of any and all applicable taxes in connection with any income earned from performing this Contract.
20. **Execution:** By signing this Agreement, the Subrecipient agrees to the terms and conditions set forth in this Agreement; failure to meet the terms and conditions of this Agreement may be cause for repayment of all or part of the subaward.

[THIS AREA INTENTIONALLY LEFT BLANK]

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	15th Street Railroad At-Grade Crossing Closure: CPKC Railroad Roadway At-Grade Crossing Closure Agreement: State of Iowa Section 130 Crossing Closure Incentive Agreement
SUMMARY:	City Manager providing information to City Council on the executed agreements with both the Canadian Pacific Kansas City (CPKC) Limited Railroad and Iowa Department of Transportation (Iowa DOT) for the permanent closure of the 15th Street Railroad At-Grade Crossing.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Dubuque 15th St RR At-Grade Crossing - DOT Section 130 Closure Incentive Agreement - Executed
4. MP 44.19 MARQUETTE SUB- DOT #376126W- E 15TH ST- DUBUQUE IA- Closure Agreement - Executed

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 15th Street Railroad At-Grade Crossing Closure
CPKC Railroad Roadway At-Grade Crossing Closure Agreement
State of Iowa Section 130 Crossing Closure Incentive Agreement

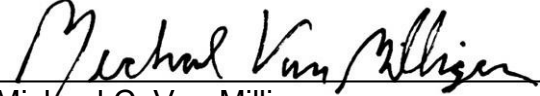
DATE: October 1, 2024

Assistant City Engineer Robert Schiesl is providing information to City Council on the executed agreements with both the Canadian Pacific Kansas City (CPKC) Limited Railroad and Iowa Department of Transportation (Iowa DOT) for the permanent closure of the 15th Street Railroad At-Grade Crossing.

On June 3, 2024, per Resolution 179-24, the Mayor and City Council approved the permanently close the 15th Street crossing location and authorized the City Manager to develop and execute an agreement with Canadian Pacific Kansas City Limited Railroad and Iowa Department of Transportation for said closure.

Per the terms of executed agreement with CPKC, the railroad will pay the costs for closing of the 15th Street crossing and to provide \$100,000 incentive payment to the City.

Per the terms of executed agreement with the Iowa DOT, upon completion of the closure of the 15th Street crossing, the City will receive a \$100,000 incentive payment from the State Iowa Section 130 grant program.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

SUBJECT: 15th Street Railroad At-Grade Crossing Closure
CPKC Railroad Roadway At-Grade Crossing Closure Agreement
State of Iowa Section 130 Crossing Closure Incentive Agreement

DATE: October 1, 2024

INTRODUCTION

This memo is for informational purposes only to advise the Mayor and City Council of the executed agreements with both the Canadian Pacific Kansas City (CPKC) Limited Railroad and Iowa Department of Transportation (Iowa DOT) for the permanent closure of the 15th Street Railroad At-Grade Crossing.

BACKGROUND

On June 3, 2024, per Resolution 179-24, the Mayor and City Council approved the permanent closure of the 15th Street at-grade railroad crossing and authorized the City Manager to develop and execute an agreement with Canadian Pacific Kansas City Limited Railroad and Iowa Department of Transportation for said closure.

Per the terms of executed agreement with CPKC, the railroad will pay the costs for closing of the 15th Street crossing and to provide \$100,000 incentive payment to the City.

Per the terms of executed agreement with the Iowa DOT, upon completion of the closure of the 15th Street crossing, the City will receive a \$100,000 incentive payment from the State Iowa Section 130 grant program.

ACTION TO BE TAKEN

For information only, no further action required. Receive and file.

September 23, 2024
FRA No. 376126W
REF: RRP-RR00(245)—8A-00

Bob Schiesl
Assistant City Engineer
50 W 13th Street
Dubuque, Iowa 52001

Dear Mr. Schiesl:

Enclosed is one fully executed agreement covering the closure of the railroad crossing listed above.

This is your authorization to proceed with construction of the project. Please be advised if this project is not constructed, the Iowa Department of Transportation will not participate in closure incentive payments.

Please send advance notice of the date the City intends to begin the closure, and the date the closure is completed to me.

Sincerely,



Kris Klop, Manager
Rail Crossing Safety Fund
Rail Transportation Bureau
Modal Division

KK:lk
Enclosure

cc: Dan Ssozi, Audits, IDOT (w/complete agreement)
Su Xia, Accounting, IDOT
Travis Tinken, Office of Rail Transportation, IDOT (w/complete agreement)
District Engineer(s) (w/ copy of agreement applicable to their Districts)
Highway Authorities



Modal Transportation Bureau
800 Lincoln Way, Ames, IA 50010

**State of Iowa Section 130
Crossing Closure
Incentive Agreement**

Railroad Crossing Location Information

County:	<u>Dubuque</u>	<u>376126W</u>	<u>44.19</u>
		FRA No.	/ Milepost
Location:	<u>East 15th Street</u>	<u>Dubuque</u>	
	Street Name	City Name	
		<u>RRP-RR00(245)--8A-00</u>	
		Project	

Contact Information

Highway Authority Contact: Bob Schiesl

Office Phone No: (563) 589-4270 Email Address: bschiesl@cityofdubuque.org

Iowa DOT Program Manager: Kristopher Klop

Office Phone No: (515) 239-1108 Email Address: kristopher.klop@iowadot.us

Iowa DOT Project Inspector: Travis Tinken

Office Phone No: (515) 290-5055 Email Address: travis.tinken@iowadot.us

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and the city of Dubuque, Iowa, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. Purpose of Agreement

The STATE and the HIGHWAY AUTHORITY enter into this Agreement for the purpose of an incentive payment for the permanent closure of the East 15th Street crossing of Dakota, Minnesota & Eastern (DME) Railroad Company's tracks in Camanche, Iowa.

The STATE agrees to secure funds under 23 USC Section 130 for the cost of the closure incentive payment if matched or exceeded by the Dakota, Minnesota & Eastern (DME) Railroad Company. The STATE's sole purpose under this agreement is to administer the federal funds.

SECTION 3. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall close and maintain as closed the crossing of East 15th Street identified as U.S.DOT/FRA number 376126W, and shall thereafter install and maintain the appropriate warning signs and SI-182 permanent road closure barricades. Warning signs and barricades shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F). The crossing closure shall be in accordance with 306.10 of the Code of Iowa. The HIGHWAY AUTHORITY shall remove the roadway and its surface to its right of way line. The HIGHWAY AUTHORITY shall provide the necessary documents to verify the permanent closure and street vacation.

SECTION 4.

The HIGHWAY AUTHORITY shall notify the STATE's Contact Person no later than 14 days prior to the start of the closure project at the crossing. The HIGHWAY AUTHORITY shall also notify the STATE's contact person when the permanent closure work including the installation of barricades at the project location is completed.

SECTION 5. Contact Persons

All notices required under this Agreement for this project shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 6. Regulations Affecting this Agreement

Regulations of the Federal Highway Administration apply to the project for funds appropriated under Federal Highway legislation, subject to all applicable STATE laws, rules, and regulations.

Specific reference is made to 23 USC Section 130, Iowa Code Section 306.10, and the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 7. Documentation of Railroad Incentive Payment

The HIGHWAY AUTHORITY shall provide the necessary documents to verify the railroad owning the tracks on which the crossing is located has made an incentive payment to the HIGHWAY AUTHORITY for the permanent closure of the East 15th Street rail-highway crossing.

SECTION 8. Project Inspection

The STATE shall have the right to inspect the crossing closure work at any time. After the permanent closure has been completed the HIGHWAY AUTHORITY shall notify the STATE and provide the date of completion. The STATE will arrange an inspection with the HIGHWAY AUTHORITY so it can determine whether the crossing closure compiles with the terms of the Agreement. After the crossing closure has been completed and inspected, the HIGHWAY AUTHORITY shall deliver to the STATE a fully signed CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE OF AGREEMENT WORK FOR THE CLOSURE. The signed certificate shall mean the crossing closure has been satisfactorily completed and no further work is required.

SECTION 9. Final Payment

The HIGHWAY AUTHORITY shall be required to pay the initial closure costs. Upon completion of the crossing closure the HIGHWAY AUTHORITY shall submit a final bill to the STATE for the eligible amount of incentive payment. The amount of the incentive payment payable to the HIGHWAY AUTHORITY for the crossing closure shall not exceed the lesser of (1) \$100,000.00 or (2) the amount of incentive payment paid to the HIGHWAY AUTHORITY by the railroad.

The STATE may audit the HIGHWAY AUTHORITY records to determine the eligible amount of incentive payment. The HIGHWAY AUTHORITY shall reimburse the STATE for any justifiable exceptions.

All payments to the HIGHWAY AUTHORITY under this Agreement are contingent upon Federal funding. If Federal funds are not made available, the STATE shall not be responsible for any incentive payments.

SECTION 10. Required Use of Funds by Highway Authority

This agreement is contingent upon the HIGHWAY AUTHORITY receiving an incentive payment from the railroad owning the tracks on which the above-referenced railroad crossing is located.

The HIGHWAY AUTHORITY receiving an incentive payment from the STATE shall use the full amount of the railroad crossing closure incentive payment received through this agreement for transportation safety improvements, per 23 U.S.C. 130(i)(4)(B). The HIGHWAY AUTHORITY must comply with all federal transportation funding requirements stipulated within 42 U.S.C. 4321, 23 CFR subchapter H part 771, 23 U.S.C. Section 139 and 23 U.S.C. Chapter 1 Section 134.

SECTION 11. Successors in Interest

This Agreement is binding upon all successors and assigns.

SECTION 12. No Prior Representation

This Agreement constitutes the entire Agreement between the STATE and the HIGHWAY AUTHORITY concerning this crossing closure.

SECTION 13. Effective Date

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 14. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislator or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified. The STATE shall provide the HIGHWAY AUTHORITY with written notice of termination pursuant to this section.

SECTION 15. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the HIGHWAY AUTHORITY this

City of Dubuque, Iowa

19th day of September, 2024

By 

Name: Michael C. Van Milligen

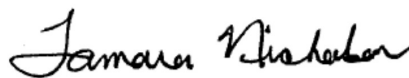
Title: City Manager

Executed by the STATE this

STATE OF IOWA

Iowa Department of Transportation

23rd day of September, 2024

By 

Tamara Nicholson, PE
Director - Modal Transportation Bureau

RESOLUTION NO. 179-24

RESOLUTION AUTHORIZING TO PERMANENTLY CLOSE THE 15TH STREET RAILROAD AT-GRADE CROSSING

WHEREAS, the impending increase in train traffic due to the recent merger of the Canadian Pacific and Kansas City Southern (CPKC) railroads will negatively impact our City with the number of trains passing daily through the downtown urban core of the City doubling, from 9 trains to 18 trains by 2027; and

WHEREAS, in consideration of the proposed 14th Street Railroad (vehicular and pedestrian) Overpass bridge, and the City's interest in implementing safety improvements at all eleven (11) railroad at-grade crossings in the downtown area; and

WHEREAS, said railroad at-grade crossings improvements would allow the City to request the Federal Railroad Administration establish a Railroad Quiet Zone designation for Dubuque; and

WHEREAS, as part of the CPKC's efforts to improve safety, and reduce delays at railroad crossings, the railroad has identified safety improvements that will need to be made at the 15th Street crossing location; and

WHEREAS, in lieu of CPKC investing costs at the 15th Street crossing location, the railroad will compensate the City in the amount of \$100,000 for the permanent closure of the existing 15th Street railroad at-grade crossing; and

WHEREAS, to assist with the implementation of the Railroad Quiet Zone, the railroad will support a grant application by the City to the Iowa Department of Transportation for a crossing-closure incentive match payment of an additional \$100,000 from the State Iowa Section 130 grant program; and

WHEREAS, there are existing at-grade rail crossings one block to the north at 16th Street and one block to the south at 14th Street; and

WHEREAS, in furtherance of the City efforts to create a Railroad Quiet Zone designation and to end the noise burden of downtown residents, downtown businesses, and guests at locations such as nearby hotels who experience all of the train horn noise 24 hours a day, it is appropriate to close the 15th Street crossing; and

WHEREAS, the permanent closure of the 15th Street railroad at-grade crossing will improve safety and help the City establish a Railroad Quiet Zone designation.

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

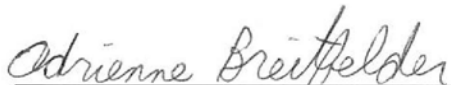
SECTION 1. The City is hereby authorized to permanent closure of the existing 15th Street railroad at-grade crossing.

SECTION 2. The City Manager is authorized to develop and execute an agreement with Canadian Pacific Kansas City Limited Railroad for the permanent closure of the existing 15th Street at-grade railroad crossing.

Passed, approved, and adopted this 3rd day of June 2024


Brad M. Cavanagh, Mayor

Attest:


Adreinne N. Breitfelder, City Clerk

RAILROAD-ROADWAY AT-GRADE CROSSING CLOSURE AGREEMENT

THIS AGREEMENT made and entered into on 20th day of September, 2024 by and between DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION d/b/a CANADIAN PACIFIC RAILWAY, a Delaware corporation with its principal place of business at Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, Minnesota 55402, hereinafter referred to as the “Railroad,” and the CITY of DUBUQUE, Iowa, a municipal corporation with its principal offices located at 50 W 13th St Dubuque, IA 52001, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, elimination of a public at-grade railroad crossing by permanently closing the road while continuing to maintain the Railroad’s right-of-way via City Ordinance; and

WHEREAS, the City in cooperation with the Railroad will permanently close and remove the City’s grade crossing at:

- E 15th St with USDOT NO. 37612W at Railroad Milepost 44.19 on the Railroad’s Marquette Subdivision; and

WHEREAS, the parties acknowledge that that City is the owner of the property upon which the E 15th St Crossing is located and the Railroad right-of-way is based upon City Ordinance dated October 1870 which authorizes the Railroad’s rights to operate on and through the City owned right-of-way. The City retains the right to use the E 15th St corridor for subsurface utilities, including the operation and maintenance of public utilities, including, but not limited to water main, sanitary sewer, storm sewer, and communications; and

WHEREAS, any new utility installations will be submitted to and reasonably approved by the Railroad in accordance with its requirements and permitting for utilities in its Railway right-of-way.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1: The City, at its expense and in cooperation with the Railroad, shall take all actions necessary to permanently close the above-listed public at-grade crossing across the Railroad’s right-of-way.

SECTION 2: The Railroad, at its expense and in cooperation with the City, shall install permanent barricades and/or fencing in accordance with the Manual on Uniform Traffic Control Devices and Iowa Department of Transportation Standard Road Plan SI-182 (Permanent Road Closure- Urban). The City, at its expense, shall maintain said permanent barricades and/or fencing.

SECTION 3: The City, at its expense and in cooperation with the Railroad, shall remove existing advanced warning signage.

SECTION 4: The City, at its sole discretion and expense and in cooperation with the Railroad, shall install and maintain permanent roadway turnarounds and/or cul-de-sacs on either side of the subject crossing.

SECTION 5: The Railroad, at its expense, shall remove the railroad crossing surfaces, existing road and sidewalk approaches, and crossing warning devices following the installation of the roadway barricades and/or fencing.

SECTION 6: The Railroad, at its expense, shall provide flagging for all of City's work associated with the crossing closure that comes within fifty feet (50') of the near rail of Railroad's track.

SECTION 7: At least forty-five (45) business days prior to beginning any of the work set forth herein, the City will provide advanced written notice to the Railroad's contact person so that the Railroad can provide or arrange for providing the flagging service that it deems necessary for the protection of railroad traffic as set forth in SECTION 6.

SECTION 8: The Railroad shall pay the City the sum of One Hundred Thousand Dollars (\$100,000.00) for the closed crossing upon receipt of proof of the permanent vacation of said crossings and the installation of permanent barricades and/or fencing.

SECTION 9: The City agrees, by receipt of the above consideration, that the crossings will remain closed and will not be re-opened by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officials on the dates indicated below.

EXECUTED by the Railroad this 20th day of September, 2024.

**DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION**
doing business as Canadian Pacific

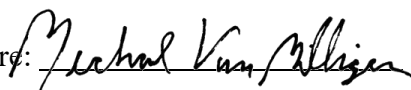
Signature: 

Name: Daniel Sabatka

Title: Director Projects & Public Works

EXECUTED by the City this 19th day of September, 2024.

CITY OF DUBUQUE, IOWA

Signature: 

Name: Michael C. Van Milligen

Title: City Manager

RESOLUTION NO. 179-24

RESOLUTION AUTHORIZING TO PERMANENTLY CLOSE THE 15TH STREET RAILROAD AT-GRADE CROSSING

WHEREAS, the impending increase in train traffic due to the recent merger of the Canadian Pacific and Kansas City Southern (CPKC) railroads will negatively impact our City with the number of trains passing daily through the downtown urban core of the City doubling, from 9 trains to 18 trains by 2027; and

WHEREAS, in consideration of the proposed 14th Street Railroad (vehicular and pedestrian) Overpass bridge, and the City's interest in implementing safety improvements at all eleven (11) railroad at-grade crossings in the downtown area; and

WHEREAS, said railroad at-grade crossings improvements would allow the City to request the Federal Railroad Administration establish a Railroad Quiet Zone designation for Dubuque; and

WHEREAS, as part of the CPKC's efforts to improve safety, and reduce delays at railroad crossings, the railroad has identified safety improvements that will need to be made at the 15th Street crossing location; and

WHEREAS, in lieu of CPKC investing costs at the 15th Street crossing location, the railroad will compensate the City in the amount of \$100,000 for the permanent closure of the existing 15th Street railroad at-grade crossing; and

WHEREAS, to assist with the implementation of the Railroad Quiet Zone, the railroad will support a grant application by the City to the Iowa Department of Transportation for a crossing-closure incentive match payment of an additional \$100,000 from the State Iowa Section 130 grant program; and

WHEREAS, there are existing at-grade rail crossings one block to the north at 16th Street and one block to the south at 14th Street; and

WHEREAS, in furtherance of the City efforts to create a Railroad Quiet Zone designation and to end the noise burden of downtown residents, downtown businesses, and guests at locations such as nearby hotels who experience all of the train horn noise 24 hours a day, it is appropriate to close the 15th Street crossing; and

WHEREAS, the permanent closure of the 15th Street railroad at-grade crossing will improve safety and help the City establish a Railroad Quiet Zone designation.

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

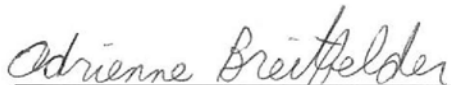
SECTION 1. The City is hereby authorized to permanent closure of the existing 15th Street railroad at-grade crossing.

SECTION 2. The City Manager is authorized to develop and execute an agreement with Canadian Pacific Kansas City Limited Railroad for the permanent closure of the existing 15th Street at-grade railroad crossing.

Passed, approved, and adopted this 3rd day of June 2024


Brad M. Cavanagh, Mayor

Attest:


Adreinne N. Breitfelder, City Clerk

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	Eastern Iowa Excavating and Concrete, LLC for the Keymont Drive Pavement Rehabilitation Project.
SUGGESTED DISPOSITION:	Receive and File; Approve

- ATTACHMENTS:
- 1. Keymont Drive Pavement Rehabilitation Project

PUBLIC IMPROVEMENT CONTRACT**SECTION 00500****Keymont Drive Pavement Rehabilitation**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 17th day of September, 2024 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Eastern Iowa Excavating & Concrete, LLC (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 Keymont Drive Pavement Rehabilitation (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 – Attached to the end of these documents
-
-
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).

SECTION 00500

Page 2 of 6

18. Exhibits to this Contract (enumerated as follows):

- a. Contractor's Bid (pages ____ to ____ inclusive).
- b. Bidder Status Form (Section 00460).
- c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00471)
 - ii. _____
 - iii. _____

19. The following which may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (Section 00850).
- b. Project Certification Page (Section 00102).
- c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.
8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not

including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**CONSENT DECREE
RELATING TO THE PROJECT**

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Contractor

By: N/A

Signature

Printed Name

Title

Date

SECTION 00500

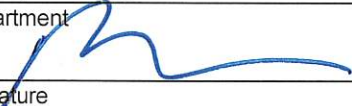
Page 6 of 6

THE CITY AGREES:

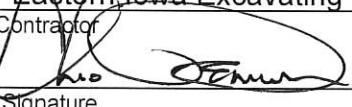
15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 142,733.36

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: 
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
9/25/24
Date

CONTRACTOR:

Eastern Iowa Excavating & Concrete, LLC
Contractor
By: 
Signature
Chad Demmer
Printed Name
Owner
Title
9-19-2024
Date

==== END OF SECTION 00500 ====

SECTION 00600

Page 1 of 4

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00600****KNOW ALL BY THESE PRESENTS:**

That we, Eastern Iowa Excavating & Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal" and West Bend Insurance Company as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One hundred forty-two thousand, seven hundred thirty-three dollars and thirty-six cents (\$142,733.36), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 17th day of September, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for Keymont Drive Pavement Rehabilitation Project detail the following described improvements:

This project includes the removal and replacement of approximately 15,000 SF of permeable interlocking concrete pavers. Existing pavers are to be removed and disposed of. Old limestone setting bed to be removed and disposed of. New 2" setting bed with 3/8" granite chips to be furnished and installed. Infill between pavers is to be 1/4" granite chips. New interlocking permeable pavers (County Material H2O Pro Pavers or Unilock Eco Optiloc Pavers) placed in a 90-degree herringbone pattern.

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

SECTION 00600

Page 2 of 4

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

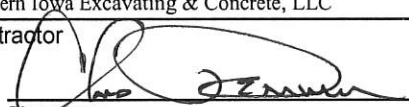
SECTION 00600

Page 4 of 4

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.

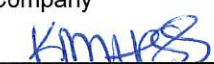
Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 5521000018

Witness our hands, in triplicate, this 17th day of September, 2024.**SURETY COUNTERSIGNED BY:**_____
Signature of Agent_____
Printed Name of Agent_____
Company Address_____
City, State, Zip Code_____
Company Telephone Number**PRINCIPAL:**_____
Eastern Iowa Excavating & Concrete, LLC_____
ContractorBy: 
Signature_____
Chad Demmer_____
Printed Name

Title

FORM APPROVED BY:

Representative for Owner**SURETY:**_____
West Bend Insurance Company_____
Surety CompanyBy: 

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 =====



Bond No. 2585281

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kim Hess

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

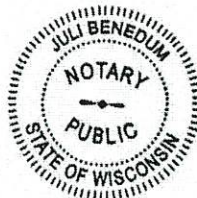
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 17th day of September, 2024



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	Pre-annexation Agreement – 10675 Key West Dr., David Herbst
SUMMARY:	City Manager recommending City Council approval of a pre-annexation agreement with David Herbst, property owner of 10675 Key West Drive in Dubuque County, in conjunction with his request to connect to City water and authorize the Mayor to sign the agreement on behalf of the City of Dubuque. RESOLUTION Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and David Herbst
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

- ATTACHMENTS:
- 1. MVM Memo
 - 2. Staff Memo
 - 3. Resolution
 - 4. Pre-Annexation Agreement
 - 5. Water Service Covenant
 - 6. Improvement Covenant
 - 7. Preannexation Map

TO: The Honorable Mayor and City Council Members

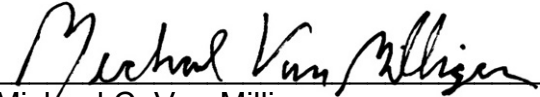
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Pre-annexation Agreement – 10675 Key West Dr., David Herbst

DATE: October 1, 2024

Planning Services Director Wally Wernimont is recommending City Council approval of a pre-annexation agreement with David Herbst, property owner of 10675 Key West Drive in Dubuque County, in conjunction with his request to connect to City water and authorize the Mayor to sign the agreement on behalf of the City of Dubuque.

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
Wally Wernimont, Planning Services Director
Chris Lester, Water Department Director
Rose Hoerner, Utility Billing Supervisor
Chris Vallee, incoming Utility Billing Supervisor

TO: Michael C. Van Milligen, City Manager
FROM: Wally Wernimont, Planning Services Director 
SUBJECT: Pre-annexation Agreement – 10675 Key West Dr., David Herbst
DATE: September 27, 2024

INTRODUCTION

This memo transmits for City Council review and approval, a pre-annexation agreement with David Herbst, property owner, in conjunction with his request to connect to City water. The agreement, resolution and related materials are attached.

DISCUSSION

The approximately .53 acre (22,880 sf) subject property is located at 10675 Key West Drive in Dubuque County, and as part of connecting to the City's water main, a pre-annexation agreement must be signed. There is no plan to annex the property at this time. In accordance with this requirement, Legal staff has prepared the attached pre-annexation agreement, with the standard ten-year transition in City's share of property taxes as an incentive.

RECOMMENDATION

I recommend that the City Council approve the David Herbst pre-annexation agreement and authorize the Mayor to sign the agreement on behalf of the City of Dubuque.

Attachments

cc: Crenna Brumwell, City Attorney
Gus Psihoyos, City Engineer
Chris Lester, Water Department Manager
Rose Hoerner, Utility Billing Supervisor

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

RESOLUTION NO. -24

**APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF
DUBUQUE, IOWA AND DAVID HERBST**

Whereas, DAVID HERBST, the owner of the following described property located at 10675 Key West Drive in Dubuque County, Iowa (the Property) has submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

LOT 4, LOT 5, AND LOT 6, IN ANNIE WALLER'S SUBDIVISION IN SECTION 12, TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE RECORDED PLATS THEREOF

Whereas, David Herbst has entered into a Pre-annexation Agreement with the City of Dubuque, a copy of which is attached hereto governing the future annexation of the Property; and

Whereas, the Property is not subject to an existing annexation moratorium; and

Whereas, the Property does not include any state or railroad property; and

Whereas, Iowa Code Section 368.7 authorizes the voluntary annexation of property in Dubuque County, Iowa and the extension of city limits by voluntary annexation; and

Whereas, the annexation of the Property is consistent with the Comprehensive Plan of the City of Dubuque, necessary for the future orderly growth and development of the City of Dubuque, and will promote efficient and cost-effective extension of municipal services; and

Whereas, the City Council finds that the annexation of the Property is in the public interest.

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

Section 1. The Pre-annexation Agreement by David Herbst and the City of Dubuque is hereby approved.

Passed, approved and adopted this 7th day of October 2024.

By: _____
Brad Cavanaugh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Prepared by Jason Lehman, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4113
Return to City Clerk, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

**PRE-ANNEXATION AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DAVID J. HERBST**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the _____ day of _____, 2024, is made and entered into by and between the City of Dubuque, Iowa ("City") and David Herbst ("Owner").

Whereas, Owner is the legal owner of real estate legally described as:

**LOT 4, LOT 5, AND LOT 6, IN ANNIE WALLER'S SUBDIVISION IN SECTION 12,
TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE
RECORDED PLATS THEREOF**

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the city of Dubuque, but is located within two (2) miles of the corporate limits of the city of Dubuque and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owner desires to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code at the time the Real Estate becomes contiguous to City; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter

set forth would further the growth of City, would enable City to control the development of the area and would serve the best interests of City.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368. This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

SECTION 2. TERM. The term of this Agreement is from the _____ day of _____, 2024 until the annexation of the Real Estate to City is final.

SECTION 3. PETITION FOR ANNEXATION. Owner, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code §368.7(e), upon execution of this Agreement, Owner hereby waives the right to withdraw or rescind the Petition and hereby waives the right to withdraw its consent to the Petition and waives its right to object to annexation.

SECTION 4. ADMINISTRATIVE COSTS. City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES. City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).

SECTION 6. CITY WATER SERVICES.

6.1 Upon annexation, Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate will obtain City water services to the Real Estate.

6.2 If Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, obtain water services from a rural water provider prior to annexation, Owner must use City water services to provide water to the property upon annexation. For provision of such future City water services to the Real Estate, the Owner, the Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, shall be fully bound, jointly and severally, to pay City the sum of any and all amounts City is required to pay as compensation to the rural water service provider for losses resulting from annexation of all or any part of the Real Estate by City and such amounts as City may be required or reasonably agrees to pay the rural water service provider as a settlement for resolution of any claims, disputes, objections, protests or litigation related to or arising out of City providing water service to all or any part of the Real Estate, following annexation of the Real Estate to City.

6.3 If Owner obtains City water services prior to annexation, Owner will pay the regular City water rate paid by all other City residents for such services.

6.4 If Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate own, operate, and maintain a private well or water system to supply water to the Real Estate, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate will be allowed to keep, maintain, and replace such well or water system indefinitely upon annexation, if Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so. However, such a pre-existing well will be allowed for non-potable water only. Potable water will be provided by City water services. All connections supplied with City water from City water mains must be exclusively supplied with City water and cannot intermingle or connect with existing wells or private water systems, unless expressly approved by the City Manager in limited special circumstances.

SECTION 7. OTHER CITY SERVICES.

7.1 Upon annexation, Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate will for provision of future construction of street paving, curbs and guttering, storm sewers, water mains, sanitary sewer mains, bicycle paths, sidewalks, or any other improvement authorized by state law by means of City awarded contracts to be paid by special assessments to be levied against the Real Estate, Owner agrees that by execution of this Agreement, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate, and each of them, shall pay and are bound to pay City, the costs of the aforesaid improvements assessed to the Real Estate, by action of the City Council, after

notice of hearing as provided by Iowa Code Section 384.50, the provisions of Iowa Code Section 384.38 notwithstanding.

7.2 It is City's current policy that Owner may elect, at the time of annexation, to dedicate any streets on the Real Estate to the City, or to maintain any streets on the Real Estate as private streets. If Owner maintains as private streets, City will not make or require improvements to bring private streets to City standards. If Owner wishes to dedicate streets to the City, streets must be brought to City standards at Owner's expense. Such policy is subject to change and may no longer be in effect at the time of annexation.

7.3 Upon annexation, City of Dubuque Code of Ordinances Section 13-2-3 states that the owner of any house, building, or property used for occupancy, employment, recreation, or other purposes situated in City and abutting any street, alley, right of way, or easement in which there is now located, or may in the future be located, within two hundred feet (200') of the nearest property line thereof, a public sanitary sewer of the City, is required at the owner's expense to connect such facilities directly with the public sanitary sewer, in accordance with City standards within three hundred sixty-five (365) days. If, at the time of annexation, the nearest property line of the Real Estate is within two hundred feet (200') of a public sanitary sewer, Owner, Owner's heirs, successor or assigns, including but not limited to the future owners of the Real Estate will be required to connect to such public sanitary sewer. However, Owner, Owner's heirs, successors or assigns will not be required to connect to the public sanitary sewer if construction plans for an existing private onsite sewage treatment and disposal system are available, the system meets the provisions of state laws and regulations, and the system received a construction permit from the city manager prior to installation.

However, no private onsite sewage treatment and disposal system will be permitted to operate for more than fifteen (15) years from its installation, unless otherwise determined by the city manager pursuant to standards adopted by the city manager. If the city manager determines at any time that the system is no longer adequate, connection to the public sanitary sewer must be made.

City Code of Ordinances Section 13-2-3 is subject to change and may no longer be in effect at the time of annexation.

7.4 If Owner is able and elects to receive public sanitary sewer services from the City prior to annexation, Owner will pay the regular City sanitary sewer rate paid by all other City residents for such services.

SECTION 8. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

SECTION 9. EFFECT OF INVALID PROVISION. If any provision of the Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

SECTION 10. DEFAULT.

10.1 Failure by Owner to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event occurs and is continuing, City may take any one or more of the following actions after giving written notice by City to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owner does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owner, deemed adequate by City, that Owner will cure its default and continue its performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owner will reimburse City for all amounts expended by City in connection with the Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owner;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

SECTION 11. NOTICES. Any notice to be delivered pursuant to the terms of the Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

If to City: City of Dubuque
 City Clerk
 50 West 13th Street
 Dubuque, Iowa 52001

If to Owner: David Herbst
 10675 Key West Drive
 Dubuque, IA 52003

SECTION 12. COUNCIL APPROVAL. This Agreement is subject to final approval of the City Council of Dubuque, Iowa in its sole discretion.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne Breitfelder, City Clerk

On this _____ day of _____, 2024, before me, a Notary Public in and for said state, personally appeared Brad M. Cavanagh and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires _____

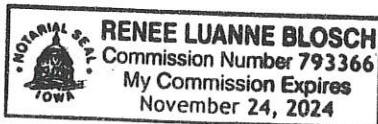
OWNER

By: David J. Herbst
David J. Herbst

On this 18th day of September, 2024, before me, a Notary Public in and for said state personally appeared David J. Herbst known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

Renee L. Blossch
Notary Public in the State of Iowa

My Commission expires 11/24/24.



ATTACHMENTS

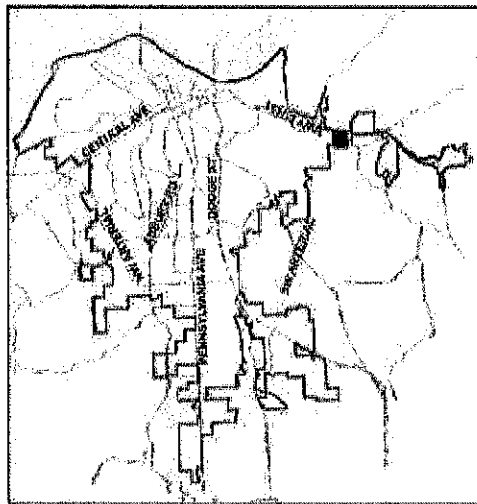
EXHIBIT A: Legal Description and Map of Area to be Annexed

EXHIBIT B: Petition for Annexation

**LOT 4, LOT 5, AND LOT 6, IN ANNIE WALLER'S SUBDIVISION IN SECTION 12, TABLE MOUND
TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE RECORDED PLATS THEREOF**

8102-7102
8102-7102-2012

Pre-annexation Map



Applicant: David J. Herbst

Location: 10675 Key West Drive

Legal: Annie Waller's Subdivision Lot 4.5, & 6



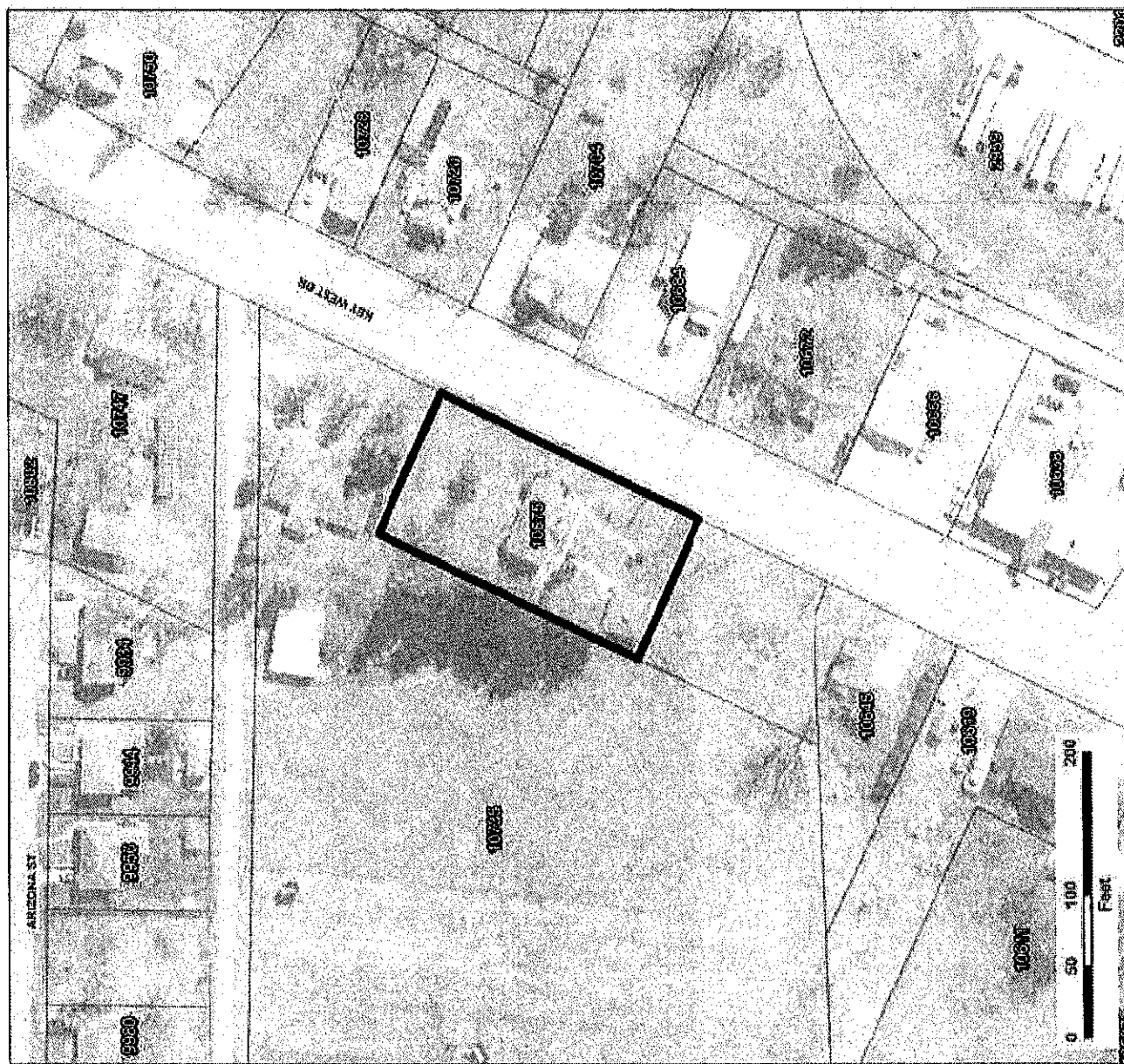
Subject Property



Abstract

0502-5756

DEALING WITH THE INFORMATION The information that the City of Chicago has collected about the city's residents is extensive. Some of the information is collected in a systematic and organized manner, such as the city's annual census. Other information is collected in a more haphazard manner, such as the city's annual directory. The City of Chicago has a long history of collecting information about its residents, and this information has been used for a variety of purposes. In the past, the information has been used to plan city services, to allocate resources, and to make decisions about city policy. Today, the information is used for a variety of purposes, including planning, resource allocation, and policy making. The City of Chicago is committed to using this information in a responsible and ethical manner, and to ensuring that the information is accurate and up-to-date.



**EXHIBIT B
PETITION FOR ANNEXATION**

DATE FILED _____

TO: Mayor and City Council of the City of Dubuque, Iowa
Board of Supervisors, Dubuque County, Iowa

The Petitioners Respectfully States Under Oath: _____

1. That the Petitioners are the sole owners of record of the following legally described land hereinafter to as the "Real Estate". See attached Exhibit A: Legal Description and Plat of Annexation. The Real Estate is further identified as parcel number _____.

2. The Real Estate is not situated within the limits of any municipality, but is contiguous to the City of Dubuque, Iowa. See attached Exhibit A: Legal Description and Plat of Annexation.

The Petitioners Respectfully Request:

1. That the above-described Real Estate be annexed to the City of Dubuque by resolution of the Mayor and City Council of the City of Dubuque, Iowa, pursuant to Chapter 368 of the Code of Iowa.

2. That such other action may be taken as is appropriate in the premises.

We, the Petitioners, hereby state that the preceding statements and all statements made in supplementary material, and all attached documents submitted by me are true and correct.

We, the Petitioners, hereby acknowledge that pursuant to Iowa Code § 368.7(e), and upon execution of the attached Pre-Annexation Agreement, Petitioners hereby waive the right to withdraw or rescind this Petition and hereby waive the right to withdraw consent to this Petition and waive the right to object to annexation.

Signed on this _____ day of _____, 2024

Telephone: 563-_____

Telephone: 563-_____

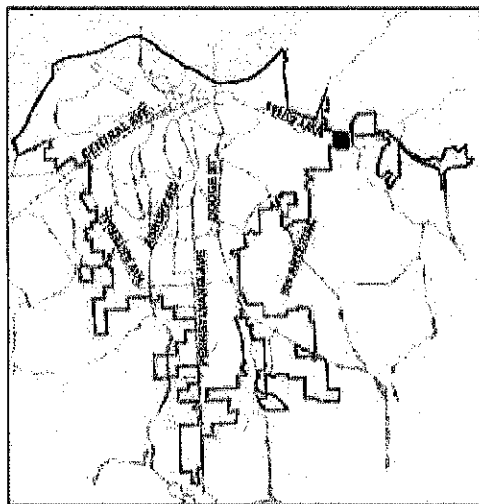
Subscribed and sworn before me this _____ day of _____, 2024

Notary Public

ATTACHMENTS:

EXHIBIT B-1: Legal Description and Map of Area to be Annexed
EXHIBIT B-2: Pre-Annexation Agreement

**LOT 4, LOT 5, AND LOT 6, IN ANNIE WALLER'S SUBDIVISION IN SECTION 12, TABLE MOUND
TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE RECORDED PLATS THEREOF**



Applicant: David J Herbst

Location: 10975 Key West Drive

Legal: Annie Waller's Subdivision Lot 4, 5, & 6



Subject Property



Sigmar

24

1995年12月

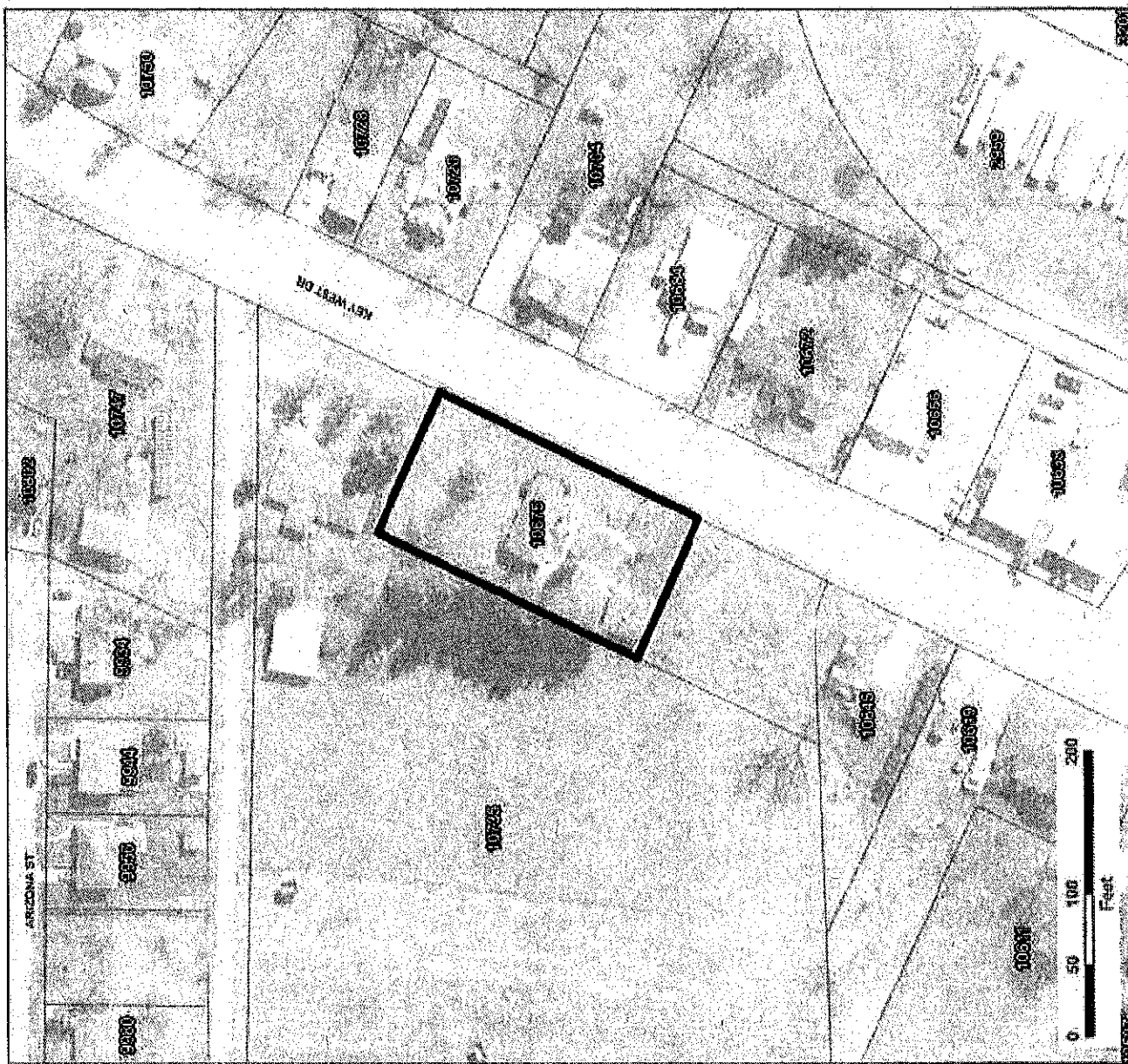
[illegible]

EXHIBIT B
PRE-ANNEXATION AGREEMENT

(Insert fully executed pre-annexation agreement here)

Prepared by Jason Lehman, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4113
Return to City Clerk, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

COVENANT PERTAINING TO WATER SERVICE

THIS AGREEMENT, made and entered into effective the ____ day of _____, 2024, between the City of Dubuque, Iowa (hereinafter called "City"), and David Herbst (hereinafter called "Owners"), their heirs, successors and assigns,

WITNESSES:

WHEREAS, the aforesaid Owner has applied to the City for approval of a subdivision plat of an area of land described as follows ("the Real Estate"):

LOT 4, LOT 5, AND LOT 6 IN ANNIE WALLER'S SUBDIVISION IN SECTION 12, TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE RECORDED PLATS THEREOF

WHEREAS, said land is within two (2) miles of the City, subject to the jurisdiction of the City for plat approval and for authorization of rural water service; and,

WHEREAS, Owner may desire to receive rural water service for the land being platted.

NOW, THEREFORE, the parties hereto agree that:

1. If the Owner of the Real Estate legally described above, the Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, disconnects from City water and obtains such services from a rural water provider prior to annexation of the Real Estate, or obtains water service, sanitary sewer service, or both services from a rural water provider prior to annexation, the Owner, the Owner's heirs, successors, and assigns, including but not limited to future owners of the Real Estate shall be and are hereby fully bound, jointly and severally, to pay to the City the sum of any and all amounts that the City is required to pay as compensation to the rural water provider for losses resulting from annexation of all or any part of the Real Estate by the City and such amounts as the City may be required or reasonably agree to pay the rural water provider as a settlement for resolution of any claims, disputes,

objections, protests or litigation related to or arising out of the City providing water service or sanitary sewer service to all or any part of the Real Estate, following annexation of the Real Estate to the City.

2. This covenant and agreement shall be filed for record in the office of the Dubuque County Recorder and all covenants, agreements, promises, and representations hereinstated shall be deemed to be covenants running with the Real Estate and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. If Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate own, operate, and maintain a private well or water system to supply water to the Real Estate, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate will be allowed to keep, maintain, and replace such well or water system indefinitely upon annexation, if Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so. However, such a pre-existing well will be allowed for non-potable water only. Potable water will be provided by City water services. All connections supplied with City water from City water mains must be exclusively supplied with City water and cannot intermingle or connect with existing wells or private water systems, unless expressly approved by the City Manager in limited special circumstances.

Executed by the respective signatories effective the date first above written.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne Breitfelder, City Clerk

On this ____ day of _____, 2024, before me, a Notary Public in and for said state, personally appeared Brad M. Cavanagh and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

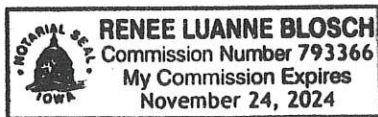
My Commission expires _____

OWNER

By: David J. Herbst
David J. Herbst

On this 18th day of September 2024, before me, a Notary Public in and for said state personally appeared David J. Herbst known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

Renee Blotch
Notary Public in the State of Iowa



My Commission expires 11/24/24

Prepared by Jason Lehman, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4113
Return to City Clerk, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

COVENANT ASSESSMENT OF COSTS OF IMPROVEMENTS

THIS COVENANT AND AGREEMENT, made and entered into effective the _____ day of _____, 2024, between the City of Dubuque, Iowa (hereinafter called "City"), and David Herbst (hereinafter called "Owner"), its heirs, successors and assigns,

WITNESSES:

WHEREAS, the aforesaid Owner has applied to the City for approval of a subdivision plat of an area of land described as follows ("the Real Estate"):

LOT 4, LOT 5, AND LOT 6, IN ANNIE WALLER'S SUBDIVISION IN SECTION 12, TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE RECORDED PLATS THEREOF

WHEREAS, said land is within two (2) miles of the City, subject to the jurisdiction of the City for plat approval.

NOW, THEREFORE, the parties hereto agree that:

1. This agreement is made for the purpose of meeting the subdivision regulations and plat approval requirements of the City for approval of the subdivision plat of the Real Estate.
2. In anticipation of the possibility that the City may at some time deem it to be in the public interest to cause construction of street paving, curbs and guttering, storm sewers, water mains, sanitary sewer mains, bicycle paths, sidewalks, or any other improvement authorized by state law by means of city awarded contracts to be paid by special assessments to be levied against the Real Estate, the Owner does hereby covenant and agree that by execution of this instrument Owner, its heirs, successors and assigns, including purchasers of the Real Estate, and each of them, shall pay and are bound to pay to the City, the costs of the aforesaid improvements assessed to the Real Estate, by action of the governing body for the City, after notice of hearing as

provided by section 384.50 Code of Iowa, the provisions of 384.38 Code of Iowa notwithstanding.

3. It is understood and agreed that if and when the governing body of the City conducts a hearing on a proposed resolution or necessity to assess public improvement costs to the Real Estate, the Owners of the Real Estate may then appear before the governing body of the City and be heard.

The foregoing provisions encumber the Real Estate described as:

**LOT 4, LOT 5, AND LOT 6, IN ANNIE WALLER'S SUBDIVISION IN SECTION 12,
TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE
RECORDED PLATS THEREOF**

4. This covenant and agreement shall be filed for record in the office of the Dubuque County Recorder and all covenants, agreements, promises and representations herein stated shall be deemed to be covenants running with the Real Estate and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants and filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

5. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

6. It is City's current policy that Owner may elect, at the time of annexation, to dedicate any streets on the Real Estate to City, or to maintain any streets on the Real Estate as private streets. If Owner maintains as private streets, City will not make or require improvements to bring private streets to City standards. Such policy is subject to change and may no longer be in effect at the time of annexation.

7. Upon annexation, City of Dubuque Code of Ordinances Section 13-2-3 states that the owner of any house, building, or property used for occupancy, employment, recreation, or other purposes situated in City and abutting any street, alley, right of way, or easement in which there is now located, or may in the future be located, within two hundred feet (200') of the nearest property line thereof, a public sanitary sewer of the City, is required at the owner's expense to connect such facilities directly with the public sanitary sewer, in accordance with City standards within three hundred sixty-five (365) days. If, at the time of annexation, the nearest property line of the Real Estate is within two hundred feet (200') of a public sanitary sewer, Owner, Owner's heirs, successor or assigns, including but not limited to the future owners of the Real Estate will be required to connect to such public sanitary sewer. However, Owner, Owner's heirs, successors or assigns will not be required to connect to the public sanitary sewer if construction plans for an existing private onsite sewage treatment and disposal system are available,

the system meets the provisions of state laws and regulations, and the system received a construction permit from the city manager prior to installation.

However, no private onsite sewage treatment and disposal system will be permitted to operate for more than fifteen (15) years from its installation, unless otherwise determined by the city manager pursuant to standards adopted by the city manager. If the city manager determines at any time that the system is no longer adequate, connection to the public sanitary sewer must be made.

City Code of Ordinances Section 13-2-3 is subject to change and may no longer be in effect at the time of annexation.

8. If Owner is able and elects to receive public sanitary sewer services from the City prior to annexation, Owner will pay the regular City sanitary sewer rate paid by all other City residents for such services.

Executed by the respective signatories effective the date first above written.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne Breitfelder, City Clerk

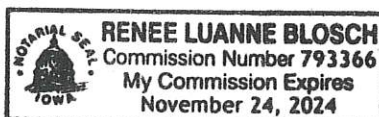
On this ____ day of _____, 2024, before me, a Notary Public in and for said state, personally appeared Brad M. Cavanagh and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa
My Commission expires _____

OWNER

By: _____
David J. Herbst

On this 18th day of September, 2024, before me, a Notary Public in and for said state personally appeared David J. Herbst known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

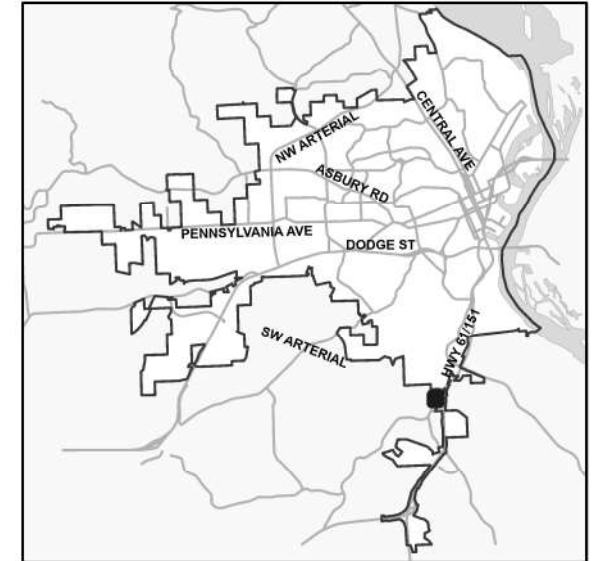


Notary Public in the State of Iowa
My Commission expires 11/24/24



THE CITY OF
DUBUQUE
Masterpiece on the Mississippi
Pre-annexation Map

Dubuque
 All-America City
 2007•2012•2013
 2017★2019



Applicant: David J Herbst

Location: 10675 Key West Drive

Legal: Annie Waller's Subdivision Lot 4,5, & 6



DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.



1:1,250

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Pre-annexation Agreement – 10270 Key West Dr., St. Joseph's Church
SUMMARY:	City Manager recommending City Council approval of a pre-annexation agreement with St. Joseph's Church, Key West & St. Josephs Church Corp (Key West), property owner of 10270 Key West Drive, in conjunction with their request to connect to City water and authorize the Mayor to sign the agreement on behalf of the City of Dubuque. RESOLUTION Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and St. Joseph's Church, Key West & St. Josephs Church Corp (Key West)
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Pre-Annexation Agreement 4. Covenant Pertaining to Water Service 5. Pre-Annexation Map 6. Resolution

TO: The Honorable Mayor and City Council Members

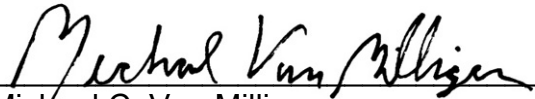
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Pre-annexation Agreement – 10270 Key West Dr., St. Joseph's Church

DATE: October 1, 2024

Planning Services Director Wally Wernimont is recommending City Council approval of a pre-annexation agreement with St. Joseph's Church, Key West & St. Josephs Church Corp (Key West), property owner of 10270 Key West Drive, in conjunction with their request to connect to City water and authorize the Mayor to sign the agreement on behalf of the City of Dubuque.

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
Wally Wernimont, Planning Services Director
Gus Psihoyos, City Engineer
Chris Lester, Water Department Manager
Rose Hoerner, Utility Billing Supervisor
Chris Vallee, incoming Utility Billing Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director 

SUBJECT: Pre-annexation Agreement – 10270 Key West Dr., St. Joseph's Church

DATE: September 27, 2024

INTRODUCTION

This memo transmits for City Council review and approval, a pre-annexation agreement with St. Joseph's Church, Key West & St. Josephs Church Corp (Key West), property owner, in conjunction with their request to connect to City water. The agreement, resolution and related materials are attached.

DISCUSSION

The approximately 6.5-acre subject property is located at 10270 Key West Drive in Dubuque County, and as part of connecting to the City's water main, a pre-annexation agreement must be signed. There is no plan to annex the property at this time. In accordance with this requirement, Legal staff has prepared the attached pre-annexation agreement, with the standard ten-year transition in City's share of property taxes as an incentive.

RECOMMENDATION

I recommend that the City Council approve the St. Joseph's Church pre-annexation agreement and authorize the Mayor to sign the agreement on behalf of the City of Dubuque.

Attachments

cc: Crenna Brumwell, City Attorney
Gus Psihoyos, City Engineer
Chris Lester, Water Department Manager
Rose Hoerner, Utility Billing Supervisor

Prepared by Jason Lehman, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4113
Return to City Clerk, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

**PRE-ANNEXATION AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
ST JOSEPH'S CHURCH, KEY WEST & ST JOSEPHS CHURCH CORP (KEY WEST)**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the _____ day of _____, 2024, is made and entered into by and between the City of Dubuque, Iowa ("City") and St Joseph's Church, Key West & St Josephs Church Corp (Key West) ("Owner").

Whereas, Owner is the legal owner of real estate legally described as:

Lot 1 of 6 of the NE of the SE and Lot 1 of 3 of the SE of the SE, Section 11, T88N R2E; and Lot 1 of 1 of the NW of the SW, Lot 2 of the NW of the SW, Lot 1 of 1 of the SW of the SW, Lot 2 of the SW of the SW, and Lot 3 of 2 of 1 of the SW of the SW, Section 12 T88N R2E

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the city of Dubuque, but is located within two (2) miles of the corporate limits of the city of Dubuque and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owner desires to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code at the time the Real Estate becomes contiguous to City; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter set forth would further the growth of City, would enable City to control the development of the area and would serve the best interests of City.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368. This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

SECTION 2. TERM. The term of this Agreement is from the _____ day of _____, 2024 until the annexation of the Real Estate to City is final.

SECTION 3. PETITION FOR ANNEXATION. Owner, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code §368.7(e), upon execution of this Agreement, Owner hereby waives the right to withdraw or rescind the Petition and hereby waives the right to withdraw its consent to the Petition and waives its right to object to annexation.

SECTION 4. ADMINISTRATIVE COSTS. City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES. City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).

SECTION 6. CITY WATER SERVICES.

6.1 Upon annexation, Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate will obtain City water services to the Real Estate.

6.2 If Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, obtain water services from a rural water provider prior to annexation, Owner must use City water services to provide water to the property upon annexation. For provision of such future City water services to the Real Estate, the Owner, the Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, shall be fully bound, jointly and severally, to pay City the sum of any and all amounts City is required to pay as compensation to the rural water service provider for losses resulting from annexation of all or any part of the Real Estate by City and such amounts as City may be required or reasonably agrees to pay the rural water service provider as a settlement for resolution of any claims, disputes, objections, protests or litigation related to or arising out of City providing water service to all or any part of the Real Estate, following annexation of the Real Estate to City.

6.3 If Owner obtains City water services prior to annexation, Owner will pay the regular City water rate paid by all other City residents for such services.

6.4 If Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate own, operate, and maintain a private well or water system to supply water to the Real Estate, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate will be allowed to keep, maintain, and replace such well or water system indefinitely upon annexation, if Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so. However, such a pre-existing well will be allowed for non-potable water only. Potable water will be provided by City water services. All connections supplied with City water from City water mains must be exclusively supplied with City water and cannot intermingle or connect with existing wells or private water systems, unless expressly approved by the City Manager in limited special circumstances.

SECTION 7. OTHER CITY SERVICES.

7.1 Upon annexation, Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate will for provision of future construction of street paving, curbs and guttering, storm sewers, water mains, sanitary sewer mains, bicycle paths, sidewalks, or any other improvement authorized by state law by means of City awarded contracts to be paid by special assessments to be levied against the Real Estate, Owner agrees that by execution of this Agreement, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate, and each of them, shall pay and are bound to pay City, the costs of the aforesaid improvements assessed to the Real Estate, by action of the City Council, after

notice of hearing as provided by Iowa Code Section 384.50, the provisions of Iowa Code Section 384.38 notwithstanding.

7.2 It is City's current policy that Owner may elect, at the time of annexation, to dedicate any streets on the Real Estate to the City, or to maintain any streets on the Real Estate as private streets. If Owner maintains as private streets, City will not make or require improvements to bring private streets to City standards. If Owner wishes to dedicate streets to the City, streets must be brought to City standards at Owner's expense. Such policy is subject to change and may no longer be in effect at the time of annexation.

7.3 Upon annexation, City of Dubuque Code of Ordinances Section 13-2-3 states that the owner of any house, building, or property used for occupancy, employment, recreation, or other purposes situated in City and abutting any street, alley, right of way, or easement in which there is now located, or may in the future be located, within two hundred feet (200') of the nearest property line thereof, a public sanitary sewer of the City, is required at the owner's expense to connect such facilities directly with the public sanitary sewer, in accordance with City standards within three hundred sixty-five (365) days. If, at the time of annexation, the nearest property line of the Real Estate is within two hundred feet (200') of a public sanitary sewer, Owner, Owner's heirs, successor or assigns, including but not limited to the future owners of the Real Estate will be required to connect to such public sanitary sewer. However, Owner, Owner's heirs, successors or assigns will not be required to connect to the public sanitary sewer if construction plans for an existing private onsite sewage treatment and disposal system are available, the system meets the provisions of state laws and regulations, and the system received a construction permit from the city manager prior to installation.

However, no private onsite sewage treatment and disposal system will be permitted to operate for more than fifteen (15) years from its installation, unless otherwise determined by the city manager pursuant to standards adopted by the city manager. If the city manager determines at any time that the system is no longer adequate, connection to the public sanitary sewer must be made.

City Code of Ordinances Section 13-2-3 is subject to change and may no longer be in effect at the time of annexation.

7.4 If Owner is able and elects to receive public sanitary sewer services from the City prior to annexation, Owner will pay the regular City sanitary sewer rate paid by all other City residents for such services.

SECTION 8. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

SECTION 9. EFFECT OF INVALID PROVISION. If any provision of the Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

SECTION 10. DEFAULT.

10.1 Failure by Owner to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event occurs and is continuing, City may take any one or more of the following actions after giving written notice by City to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owner does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owner, deemed adequate by City, that Owner will cure its default and continue its performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owner will reimburse City for all amounts expended by City in connection with the Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owner;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

SECTION 11. NOTICES. Any notice to be delivered pursuant to the terms of the Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

If to City: City of Dubuque
 City Clerk
 50 West 13th Street
 Dubuque, Iowa 52001

If to Owner: St Joseph's Church, Key West
 10334 Key West Drive
 Dubuque, IA 52003

SECTION 12. COUNCIL APPROVAL. This Agreement is subject to final approval of the City Council of Dubuque, Iowa in its sole discretion.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne Breitfelder, City Clerk

On this _____ day of _____, 2024, before me, a Notary Public in and for said state, personally appeared Brad M. Cavanagh and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires _____

OWNER

By: Msgr. Tom Toale
Msgr. Tom Toale on behalf of St Joseph's Church, Key West & St Josephs Church Corp (Key West)

On this 25th day of September, 2024, before me, a Notary Public in and for said state personally appeared Msgr. Tom Toale known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Sarah E Otting
Notary Public in the State of Iowa

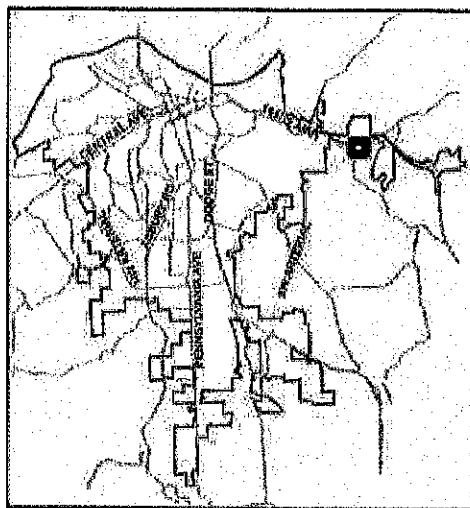
My Commission expires 5 January 2025

ATTACHMENTS

EXHIBIT A: Legal Description and Map of Area to be Annexed
EXHIBIT B: Petition for Annexation

Lot 1 of 6 of the NE of the SE and Lot 1 of 3 of the SE of the SE, Section 11, T88N R2E; and Lot 1 of 1 of the NW of the SW, Lot 2 of the NW of the SW, Lot 1 of 1 of the SW of the SW, Lot 2 of the SW of the SW, and Lot 3 of 2 of 1 of the SW of the SW, Section 12 T88N R2E

Pre-annexation Map



Applicant: St. Joseph's Church

Location: 10270 Key West Drive, PIN 1512301021

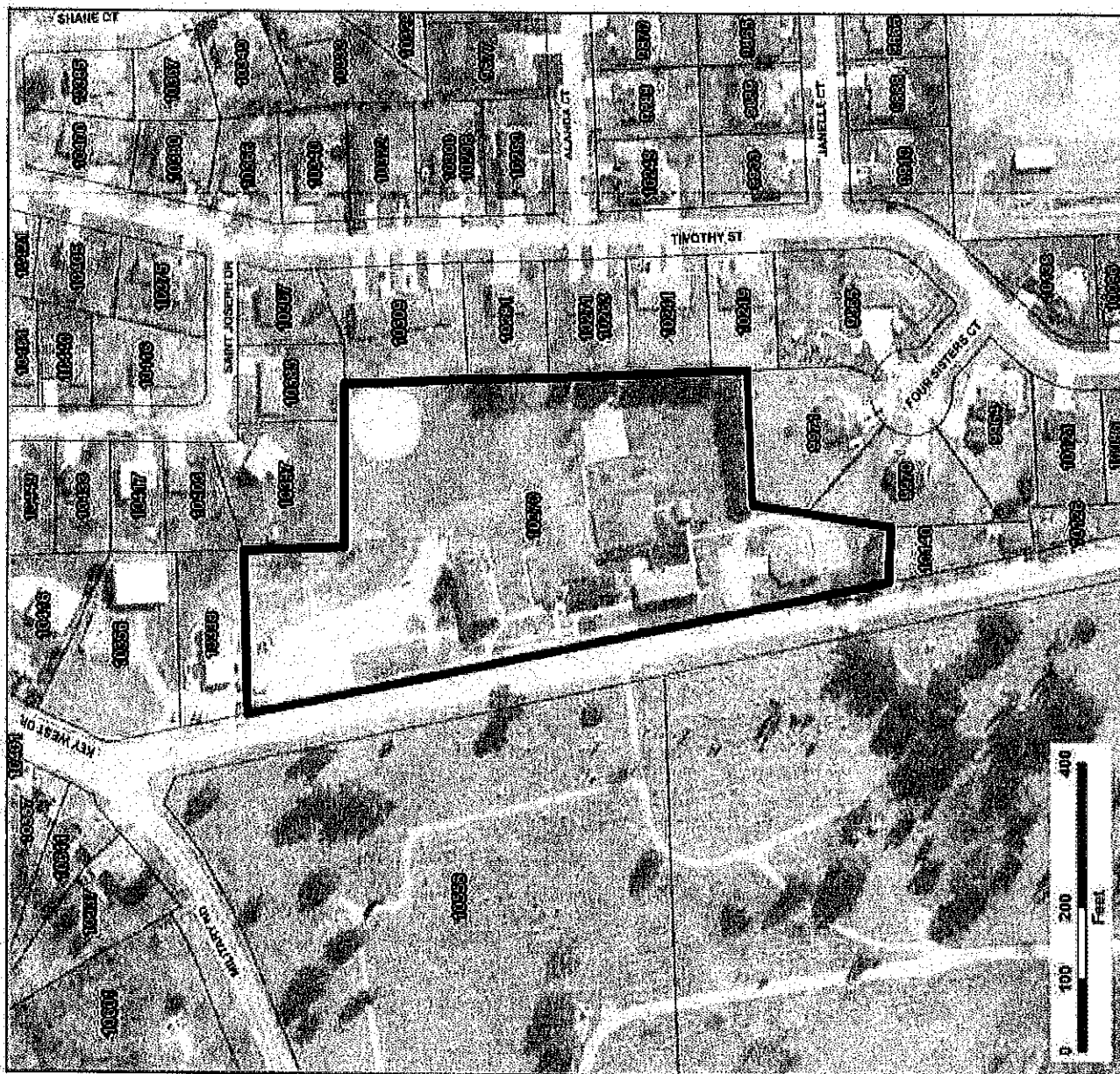
Legal: LOTS 1-6 NE SE & LOT 1-3 SE SE SEC 11
 T88N R2E; LOTS 1-1 & 2 NW SW & LOTS 1-1 & 2
 & LOT 3-2-1 SW SW SEC 12



DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (GIS), which includes data collected by the City of Dubuque and other sources. The City of Dubuque and participating agencies do not warrant the accuracy or completeness of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, or punitive damages, whether foreseeable or not, arising out of the use of this data or the inability to use this data or out of any breach of warranty whatsoever.



1:2,500



**EXHIBIT B
PETITION FOR ANNEXATION**

DATE FILED _____

TO: Mayor and City Council of the City of Dubuque, Iowa
Board of Supervisors, Dubuque County, Iowa

The Petitioners Respectfully States Under Oath:

1. That the Petitioners are the sole owners of record of the following legally described land hereinafter to as the "Real Estate". See attached Exhibit A: Legal Description and Plat of Annexation. The Real Estate is further identified as parcel number _____.
2. The Real Estate is not situated within the limits of any municipality, but is contiguous to the City of Dubuque, Iowa. See attached Exhibit A: Legal Description and Plat of Annexation.

The Petitioners Respectfully Request:

1. That the above-described Real Estate be annexed to the City of Dubuque by resolution of the Mayor and City Council of the City of Dubuque, Iowa, pursuant to Chapter 368 of the Code of Iowa.
2. That such other action may be taken as is appropriate in the premises.

We, the Petitioners, hereby state that the preceding statements and all statements made in supplementary material, and all attached documents submitted by me are true and correct.

We, the Petitioners, hereby acknowledge that pursuant to Iowa Code § 368.7(e), and upon execution of the attached Pre-Annexation Agreement, Petitioners hereby waive the right to withdraw or rescind this Petition and hereby waive the right to withdraw consent to this Petition and waive the right to object to annexation.

Signed on this _____ day of _____, 2024

Telephone: 563-_____

Telephone: 563-_____

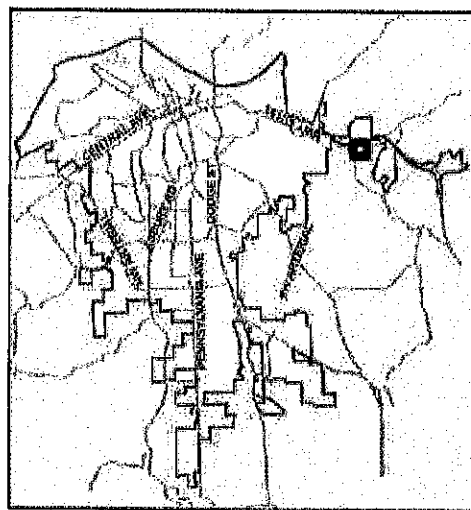
Subscribed and sworn before me this _____ day of _____, 2024

Notary Public

ATTACHMENTS:

EXHIBIT B-1: Legal Description and Map of Area to be Annexed
EXHIBIT B-2: Pre-Annexation Agreement

Lot 1 of 6 of the NE of the SE and Lot 1 of 3 of the SE of the SE, Section 11, T88N R2E; and Lot 1 of 1 of the NW of the SW, Lot 2 of the NW of the SW, Lot 1 of 1 of the SW of the SW, Lot 2 of the SW of the SW, and Lot 3 of 2 of 1 of the SW of the SW, Section 12 T88N R2E



Location: 10270 Key West Drive, P.O. Box 151230, 1021

Legal: LOTS 1-6 NE SE & LOT 1-3 SE SE SEC 11
T88N R2E; LOTS 1-1 & 2 NW SW & LOTS 1-1 & 2
& LOT 3-2-1 SW SW SEC 12

[illegible]

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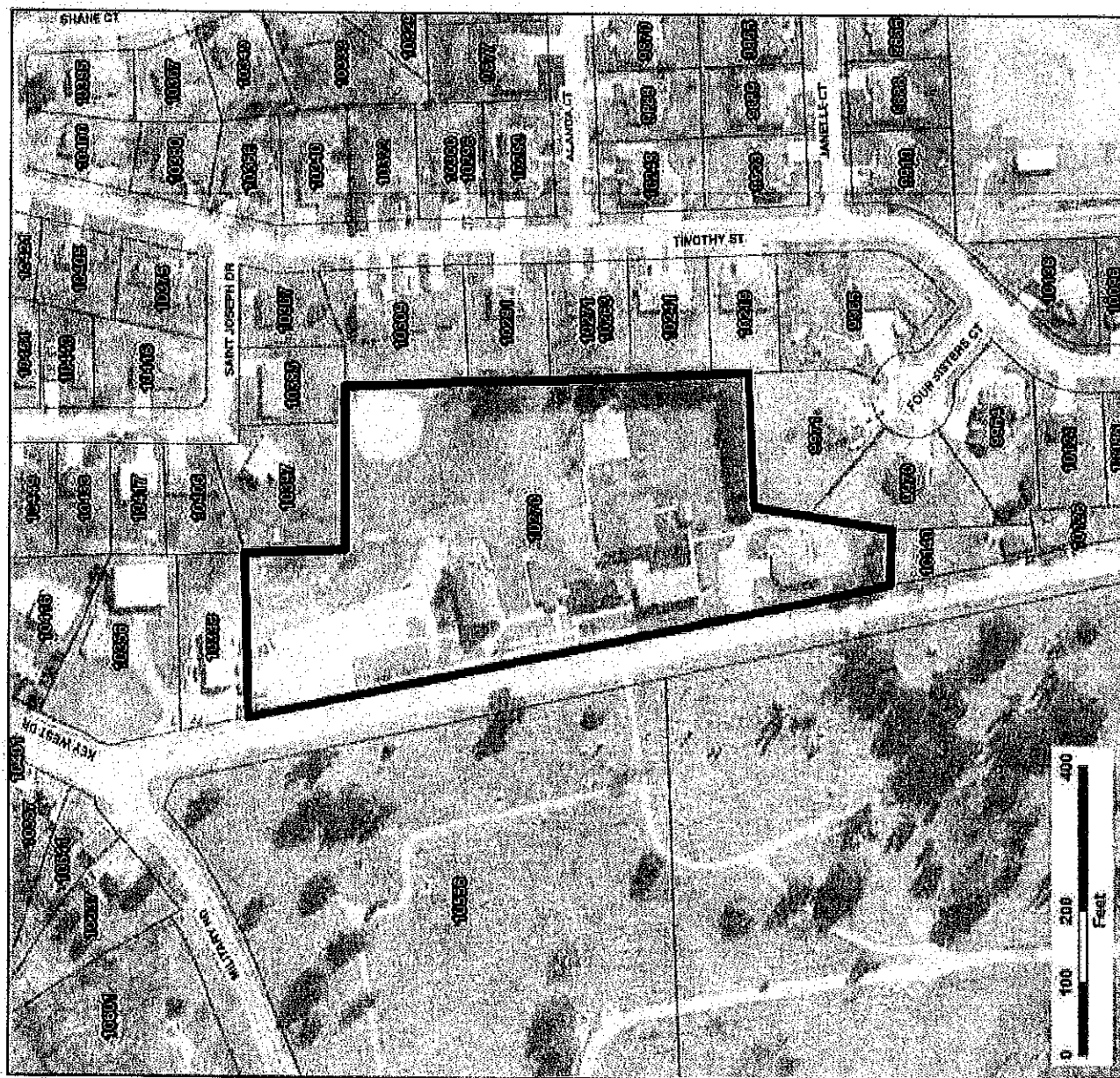


EXHIBIT B
PRE-ANNEXATION AGREEMENT

(Insert fully executed pre-annexation agreement here)

Prepared by Jason Lehman, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4113
Return to City Clerk, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

COVENANT PERTAINING TO WATER SERVICE

THIS AGREEMENT, made and entered into effective the ____ day of _____, 2024, between the City of Dubuque, Iowa (hereinafter called "City"), and St Joseph's Church, Key West & St Josephs Church Corp (Key West) (hereinafter called "Owners"), their heirs, successors and assigns,

WITNESSES:

WHEREAS, the aforesaid Owner has applied to the City for approval of a subdivision plat of an area of land described as follows ("the Real Estate"):

Lot 1 of 6 of the NE of the SE and Lot 1 of 3 of the SE of the SE, Section 11, T88N R2E; and Lot 1 of 1 of the NW of the SW, Lot 2 of the NW of the SW, Lot 1 of 1 of the SW of the SW, Lot 2 of the SW of the SW, and Lot 3 of 2 of 1 of the SW of the SW, Section 12 T88N R2E

WHEREAS, said land is within two (2) miles of the City, subject to the jurisdiction of the City for plat approval and for authorization of rural water service; and,

WHEREAS, Owner may desire to receive rural water service for the land being platted.

NOW, THEREFORE, the parties hereto agree that:

1. If the Owner of the Real Estate legally described above, the Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, disconnects from City water and obtains such services from a rural water provider prior to annexation of the Real Estate, or obtains water service, sanitary sewer service, or both services from a rural water provider prior to annexation, the Owner, the Owner's heirs, successors, and assigns, including but not limited to future owners of the Real Estate shall be and are hereby fully bound, jointly and severally, to pay to the City the sum of any and all amounts that the City is required to pay as compensation to the rural water provider for losses resulting from annexation of all or any part of the Real

Estate by the City and such amounts as the City may be required or reasonably agree to pay the rural water provider as a settlement for resolution of any claims, disputes, objections, protests or litigation related to or arising out of the City providing water service or sanitary sewer service to all or any part of the Real Estate, following annexation of the Real Estate to the City.

2. This covenant and agreement shall be filed for record in the office of the Dubuque County Recorder and all covenants, agreements, promises, and representations hereinstated shall be deemed to be covenants running with the Real Estate and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. If Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate own, operate, and maintain a private well or water system to supply water to the Real Estate, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate will be allowed to keep, maintain, and replace such well or water system indefinitely upon annexation, if Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so. However, such a pre-existing well will be allowed for non-potable water only. Potable water will be provided by City water services. All connections supplied with City water from City water mains must be exclusively supplied with City water and cannot intermingle or connect with existing wells or private water systems, unless expressly approved by the City Manager in limited special circumstances.

Executed by the respective signatories effective the date first above written.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne Breitfelder, City Clerk

On this ____ day of _____, 2024, before me, a Notary Public in and for said state, personally appeared Brad M. Cavanagh and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa
My Commission expires _____

OWNER

By: Msgr Tom Toale

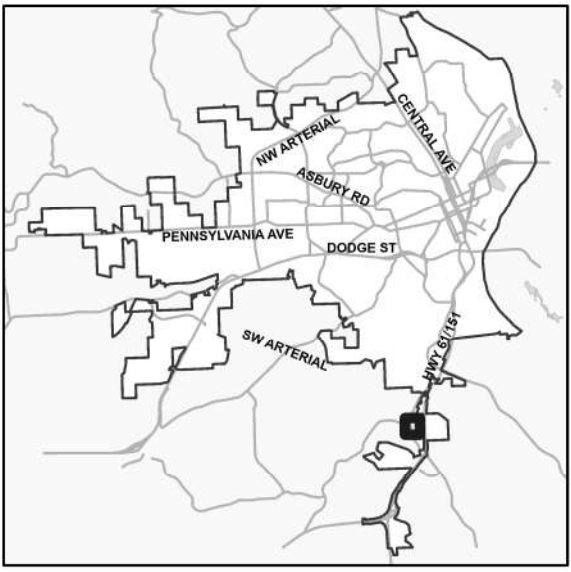
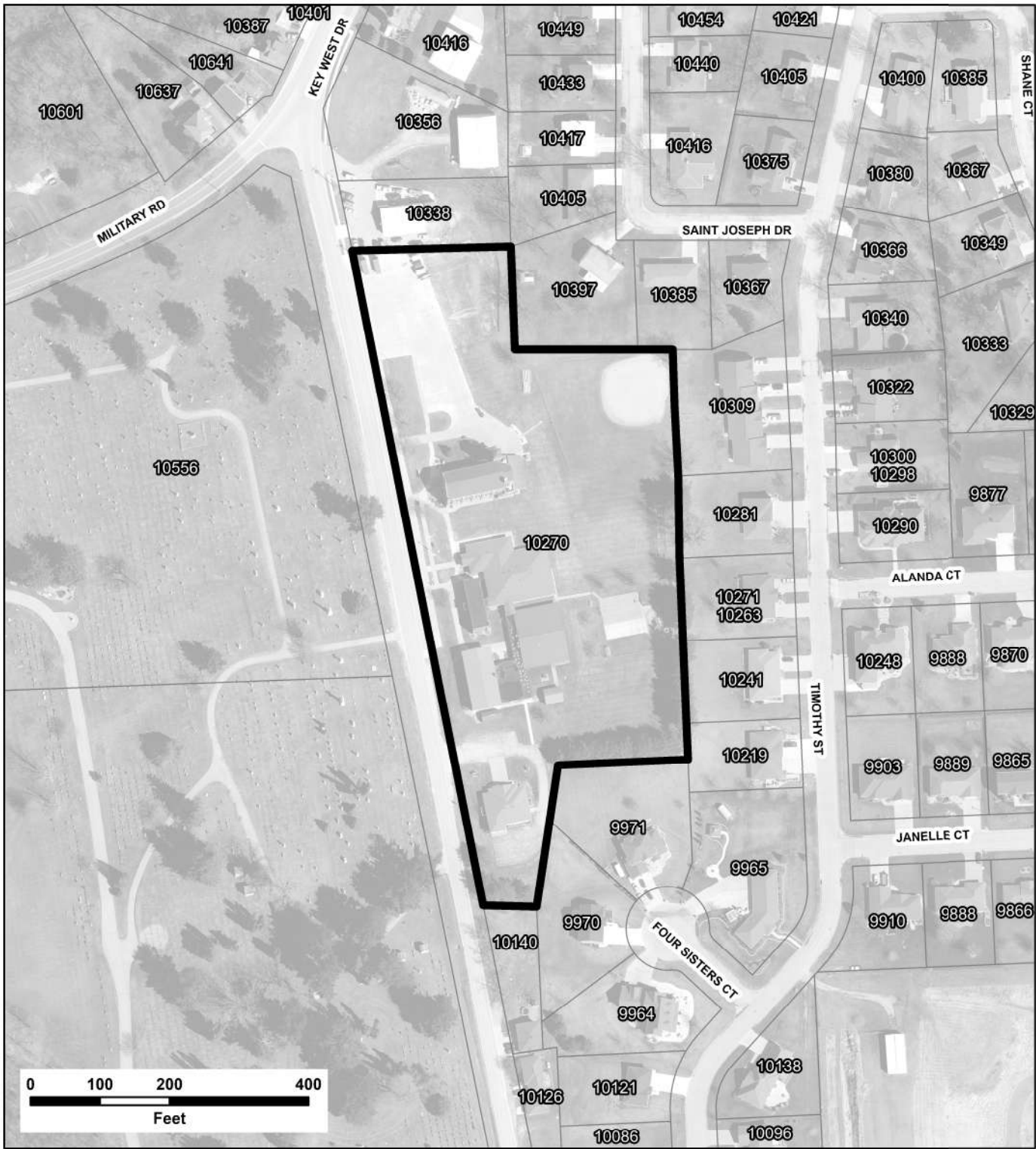
Msgr. Tom Toale on behalf of St Joseph's Church, Key West & St Josephs Church Corp
(Key West)

On this 25th day of September, 2024, before me, a Notary Public in and for
said state personally appeared Msgr. Tom Toale known to me to be the person(s)
named in and who executed the foregoing instrument, and acknowledge that they
executed the same as their voluntary act and deed.



Sarah E Otting
Notary Public in the State of Iowa

My Commission expires 5 January 2025



Applicant: St. Joseph's Church

Location: 10270 Key West Drive, PIN 1512301021

Legal: LOTS 1-6 NE SE & LOT 1-3 SE SE SEC 11
 T88N R2E; LOTS 1-1 & 2 NW SW & LOTS 1-1 & 2
 & LOT 3-2-1 SW SW SEC 12

- Subject Property
- Parcels

DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

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

RESOLUTION NO. -24

**APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF
DUBUQUE, IOWA AND ST. JOSEPH'S CHURCH, KEY WEST & ST. JOSEPHS
CHURCH CORP (KEY WEST)**

Whereas, ST. JOSEPH'S CHURCH, KEY WEST & ST. JOSEPHS CHURCH CORP (KEY WEST), the owners of the following described property located at 10270 Key West Drive in Dubuque County, Iowa (the Property) have submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

Lot 1 of 6 of the NE of the SE and Lot 1 of 3 of the SE of the SE, Section 11, T88N R2E; and Lot 1 of 1 of the NW of the SW, Lot 2 of the NW of the SW, Lot 1 of 1 of the SW of the SW, Lot 2 of the SW of the SW, and Lot 3 of 2 of 1 of the SW of the SW, Section 12 T88N R2E

Whereas, St. Joseph's Church, Key West & St. Josephs Church Corp (Key West) have entered into a Pre-annexation Agreement with the City of Dubuque, a copy of which is attached hereto governing the future annexation of the Property; and

Whereas, the Property is not subject to an existing annexation moratorium; and

Whereas, the Property does not include any state or railroad property; and

Whereas, Iowa Code Section 368.7 authorizes the voluntary annexation of property in Dubuque County, Iowa and the extension of city limits by voluntary annexation; and

Whereas, the annexation of the Property is consistent with the Comprehensive Plan of the City of Dubuque, necessary for the future orderly growth and development of the City of Dubuque, and will promote efficient and cost-effective extension of municipal services; and

Whereas, the City Council finds that the annexation of the Property is in the public interest.

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

Section 1. The Pre-annexation Agreement by St. Joseph's Church, Key West & St. Josephs Church Corp (Key West) and the City of Dubuque is hereby approved.

Passed, approved and adopted this 7th day of October 2024.

By: _____
Brad Cavanaugh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc.

SUMMARY: City Manager recommending City Council adoption of a resolution approving the Assignment and Assumption of the Lease Agreement between David Hartig Jr. and Rabbit Hollow Nature Conservancy Inc. for the real estate shown on the attached photo.
RESOLUTION Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc.

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

ATTACHMENTS:

1. MVM Memo
2. Memo Assignment and Assumption Hartig and Rabbit Hollow
3. Resolution Assignment and Assumption Hartig and Rabbit Hollow
4. Hartig and Rabbit Hollow Assignment and Assumption
5. Letter to City re Assignment and Assumption

TO: The Honorable Mayor and City Council Members

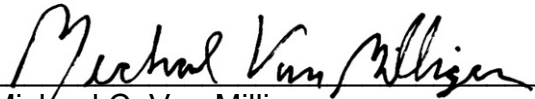
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Assignment and Assumption of Lease Agreement - David Hartig Jr. and Rabbit Hollow Nature Conservancy Inc.

DATE: October 1, 2024

Senior Counsel Barry Lindahl is recommending City Council adoption of a resolution approving the Assignment and Assumption of the Lease Agreement between David Hartig Jr. and Rabbit Hollow Nature Conservancy Inc. for the real estate shown on the attached photo.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL



MEMO

To: Michael C. Van Milligen
City Manager

DATE: October 7, 2024

RE: Assignment and Assumption of Lease Agreement – David Hartig Jr. and
Rabbit Hollow Nature Conservancy Inc.

On February 17, 2024, and subsequently amended and restated on April 4, 2016, the City of Dubuque entered into a Lease Agreement with David Hartig Jr. for the real estate shown on the attached photo.

David Hartig Jr. has now entered into an Assignment and Assumption of the Lease Agreement with Rabbit Hollow Nature Conservancy Inc. subject to City approval and consent.

Attached is a Resolution approving the Assignment and Assumption of the Lease Agreement. I recommend that the resolution be submitted to the City Council for consideration and approval.

BAL:JLM
Attachment

An aerial photograph overlaid with a cadastral map. The map shows property boundaries in red lines and various parcel numbers in red text. Two parcels are highlighted in blue. The map includes labels for roads such as Davenport, Old Mill Rd, and Rockledge Rd. Other labels include 'Holloway Place Rd' and 'Cotton Creek'. The terrain is a mix of open fields and some developed areas with buildings.

Tax Parcels

Control Corner

Prepared by Barry Lindahl, 300 Main Street Suite 330, Dubuque, IA 52001, (563) 589-4113

RESOLUTION NO. _____ - 24

**APPROVING THE ASSIGNMENT AND ASSUMPTION OF THE LEASE AGREEMENT
BY AND AMONG THE CITY OF DUBUQUE, IOWA, DAVID S. HARTIG JR., AND
RABBIT HOLLOW NATURE CONSERVANCY INC.**

WHEREAS, the City Council of the City of Dubuque, Iowa entered into a Lease Agreement, dated February 17, 2024, and subsequently amended and restated on April 4, 2016, with David S. Hartig, Jr. for the lease of real estate legally described as:

Lot 1-1-2-1 Mineral Lot 507,
Lot 1-1-2-1-2-1-4 Mineral Lot 501,
Lot 2-1-2-1-1-2-1-4 Mineral Lot 501,
Lot 1 Old Mill Place,
Lot 2 Papke Place,
Lot 1-1-2-1-1-2-1-4 Mineral Lot 501,
Lot 2-1-1-1-1-2-1-4 Mineral Lot 501, and
Lot 2-1-2-1-2-1-4 Mineral Lot 501

; and

WHEREAS, David S. Hartig Jr. has entered into an Assignment and Assumption of Lease Agreement with Rabbit Hollow Nature Conservancy Inc.; and

WHEREAS, David S. Hartig Jr. desires to assign all of its rights and obligations under the Lease Agreement to Rabbit Hollow Nature Conservancy Inc. and Rabbit Hollow Nature Conservancy Inc. desires to accept such rights and obligations on the terms and conditions set forth in the Lease Agreement; and

WHEREAS, the Lease Agreement requires the consent of the City to an assignment; and

WHEREAS, the City Council finds that consent to the Assignment and Assumption of Lease Agreement 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. The Assignment and Assumption of the Lease Agreement is hereby approved.

Section 2. The City Manager is hereby authorized and directed to execute the Assignment and Assumption of the Lease Agreement on behalf of the City of Dubuque.

Passed, approved and adopted the 7th day of October, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Taxpayer/Return To: Rabbit Hollow Nature Conservancy, Inc. 898 Mount Carmel Road, Dubuque, Iowa 52003
Preparer: Stephan E. Alt, 890 Main Street, Suite 200, Dubuque, Iowa 52001, Phone: 563-556-4011

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement ("*Assignment*") is made effective on _____, 2024, by and among DAVID S. HARTIG, JR. ("*Assignor*"); RABBIT HOLLOW NATURE CONSERVANCY, INC., an Iowa non-profit corporation ("*Assignee*"); and THE CITY OF DUBUQUE, IOWA, an Iowa municipal corporation ("*Landlord*").

Recitals:

WHEREAS, Landlord is the owner of the following real estate situated in Dubuque, County, Iowa:

Lot 1-1-2-1 Mineral Lot 507;
Lot 1-1-2-1-2-1-4 Mineral Lot 501,
Lot 2-1-2-1-1-2-1-4 Mineral Lot 501,
Lot 1 Old Mill Place,
Lot 2 Papke Place,
Lot 1-1-2-1-1-2-1-4 Mineral Lot 501,
Lot 2-1-1-1-1-2-1-4 Mineral Lot 501, and
Lot 2-1-2-1-2-1-4 Mineral Lot 501.

(Hereinafter the "Real Estate")

WHEREAS, Landlord and Assignor entered into that certain Lease Agreement, dated February 17, 2004, as subsequently amended and restated on April 4, 2016, for the lease of the Real Estate (collectively the "*Lease*"), a true and correct copy of the Lease and all amendments thereto being attached hereto as Exhibit A;

WHEREAS, Assignor wishes to assign all right title and interest in and to said Lease to Assignee;

WHEREAS, Pursuant to Paragraph 8 of the Lease, Landlord joins this Assignment for purposes of consenting to the terms of this Assignment.

Agreement:

In consideration of the Recitals, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Landlord hereby agree and acknowledge as follows:

1. Capitalized Terms: Capitalized terms not otherwise defined herein shall have the meanings specified in the Lease.

2. Assignment: Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease.

3. Assumption: Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Lease and assumes all of the duties, liabilities and obligations of Assignor thereunder arising from and after the date hereof (excluding any obligations or liabilities arising out of any breach of the Lease by Assignor that occurred prior to the date hereof) and to abide by all of the terms and conditions of the Lease binding upon the tenant thereunder from and after the date hereof. Upon this assignment and assumption, Assignor shall no longer be liable to Landlord for and shall be released from the performance and/or observance of all terms, conditions, covenants and provisions of the Lease to be performed or observed by the Tenant thereunder, except for breaches of the Lease and obligations arising out of or relating to acts, omissions of Assignor or acts of others for which Assignor owes a duty of indemnity to Landlord under the Lease, which occurred during the Term of the Lease through the effective date of this Assignment.

4. Joinder by Landlord: Landlord joins herein to consent to this Assignment. Landlord's consent to this Assignment is not: (a) an approval of any subsequent assignment or transfer of the Lease or subletting of all or any portion of the Property by Assignee; or (b) a waiver of any restrictions on or consent requirements under the Lease as to any future assignments, subleases, or transfers. Landlord affirms that Tenant is not in default under the terms of the Lease as of the date hereof.

5. Conflict; Survival: All the terms, covenants, and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by the parties hereto. This Assignment may be amended, modified, or canceled only by an instrument in writing signed by all parties hereto.

6. Governing Law: This Assignment shall be governed by the laws of the State of Iowa without regard to conflict of laws principals.

7. Successors: Except as herein otherwise provided, this Assignment shall be binding upon and inure to the benefit of the parties, and their respective heirs, executors, administrators, and permitted successors and assigns.

8. Counterparts; Delivery: This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery shall be deemed to be made if delivery is made in person, by mail (or private courier), or facsimile transmission and personally received by the other party.

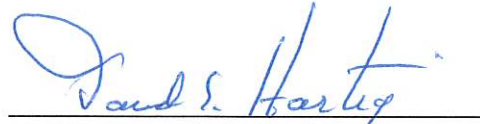
[Remainder of Page Intentionally Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed of the date first above-mentioned.

Dated: SEPT 18, 2024.

ASSIGNOR:

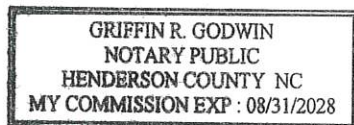
DAVID S. HARTIG, JR.



David S. Hartig, Jr.

STATE OF NORTH CAROLINA)
 : SS
COUNTY OF Henderson)

This record was acknowledged before me on 09/18, 2024, by David S. Hartig, Jr.



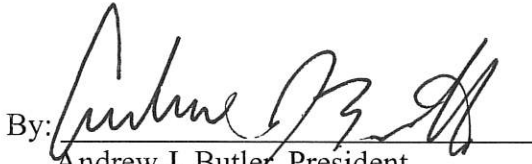


Signature of Notary Public

Dated: 9-23-24, 2024.

ASSIGNEE:

RABBIT HOLLOW NATURE CONSERVANCY, INC.

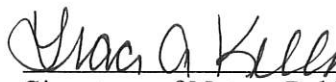
By: 

Andrew J. Butler, President

STATE OF IOWA)
 : SS
COUNTY OF DUBUQUE)

This record was acknowledged before me on Sept. 23rd, 2024, by Andrew J. Butler as President of Rabbit Hollow Nature Conservancy, Inc.

Traci A. Kelly
Iowa Notarial Seal
Commission # 165316
My Commission Expires: 6-8-25



Signature of Notary Public

Dated: _____, 2024.

LANDLORD:
CITY OF DUBUQUE, IOWA

Michael C. Van Milligen, City Manager

STATE OF IOWA)
 : ss
COUNTY OF DUBUQUE)

The foregoing instrument was acknowledged before me on May ____, 2024, by Michael C. Van Milligen, City Manager, of the City of Dubuque, Iowa.

Signature of Notary Public

Law Offices of
FUERSTE, CAREW, JUERGENS & SUDMEIER, P.C.
890 MAIN STREET, SUITE 200
DUBUQUE, IOWA 52001-6840

MARK J. WILLGING
JENNY L. WEISS †
EDWARD F. HENRY *
STEPHAN E. ALT ‡

STEPHEN J. JUERGENS
(OF COUNSEL)

ALL ATTORNEYS LICENSED IN IOWA
* ALSO LICENSED IN WISCONSIN
† ALSO LICENSED IN ILLINOIS
‡ ALSO LICENSED IN MINNESOTA

September 10, 2024

WILLIAM C. FUERSTE (1923-2011)
ALLAN J. CAREW (1933-2015)
ROBERT L. SUDMEIER (RETIRED)
DOUGLAS M. HENRY (RETIRED)

TELEPHONE:
(563) 556-4011

TELECOPIER:
(563) 556-7134

E-MAIL:
MAIL@FUERSTELAW.COM

WRITER'S DIRECT
E-MAIL ADDRESS
SALT@FUERSTELAW.COM

Mayor Brad M. Cavanagh
Members of the Dubuque City Council

Re: Request for Consent to Assignment of Lease

Dear Mayor and City Council Members:

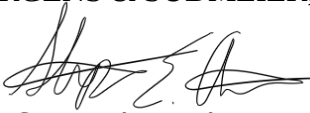
I represent Rabbit Hollow Nature Conservancy, Inc., an Iowa non-profit corporation based out of Dubuque. Over the past several years my client has acquired property located along Catfish Creek in Dubuque, between the Rockdale bridge and Freemont Avenue in order to restore, preserve, and protect the property. As part of the restoration project Rabbit Hollow Nature Conservancy, Inc. has worked and continues to work with the Iowa DNR to restore the native flora to the forest, prairie, meadow, and wetland to this property.

Recently, Rabbit Hollow Nature Conservancy, Inc. was presented with the opportunity to add additional properties immediately adjacent to the properties already owned by my client in the Rockdale area under its stewardship. The properties in question are owned by the City of Dubuque and are currently being rented to David S. Hartig, Jr. on a lease ending on August 6, 2103, at a rate of \$1.00 annually. David S. Hartig, Jr. has agreed to assign his interest in the lease agreement with the City of Dubuque and Rabbit Hollow Nature Conservancy, Inc. has agreed to assume all responsibilities under the lease subject to the receipt of consent from the City of Dubuque.

Enclosed is a map showing the location of the property in question as well as an Assignment and Assumption Agreement signed by Rabbit Hollow Nature Conservancy, Inc. and David S. Hartig, Jr. Please review this proposal and if acceptable execute the Assignment and Assumption Agreement indicating the City's consent thereto.

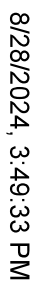
Sincerely,

FUERSTE, CAREW,
JUERGENS & SUDMEIER, P.C.

BY: 
STEPHAN E. ALT

SEA/
Enclosures

Page 310 of 674



Control Corner



Taxpayer/Return To: Rabbit Hollow Nature Conservancy, Inc. 898 Mount Carmel Road, Dubuque, Iowa 52003
Preparer: Stephan E. Alt, 890 Main Street, Suite 200, Dubuque, Iowa 52001, Phone: 563-556-4011

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (“*Assignment*”) is made effective on _____, 2024, by and among DAVID S. HARTIG, JR., a single person (“*Assignor*”); RABBIT HOLLOW NATURE CONSERVANCY, INC., an Iowa non-profit corporation (“*Assignee*”); and THE CITY OF DUBUQUE, IOWA, an Iowa municipal corporation (“*Landlord*”).

Recitals:

WHEREAS, Landlord is the owner of the following real estate situated in Dubuque, County, Iowa:

Lot 1-1-2-1 Mineral Lot 507,
Lot 1-1-2-1-2-1-4 Mineral Lot 501,
Lot 2-1-2-1-1-2-1-4 Mineral Lot 501,
Lot 1 Old Mill Place,
Lot 2 Papke Place,
Lot 1-1-2-1-1-2-1-4 Mineral Lot 501,
Lot 2-1-1-1-1-2-1-4 Mineral Lot 501, and
Lot 2-1-2-1-2-1-4 Mineral Lot 501.

(Hereinafter the “Real Estate”)

WHEREAS, Landlord and Assignor entered into that certain Lease Agreement, dated February 17, 2004, as subsequently amended and restated on April 4, 2016, for the lease of the Real Estate (collectively the “*Lease*”), a true and correct copy of the Lease and all amendments thereto being attached hereto as Exhibit A;

WHEREAS, Assignor wishes to assign all right title and interest in and to said Lease to Assignee;

WHEREAS, Pursuant to Paragraph 8 of the Lease, Landlord joins this Assignment for purposes of consenting to the terms of this Assignment.

Agreement:

In consideration of the Recitals, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Landlord hereby agree and acknowledge as follows:

1. Capitalized Terms: Capitalized terms not otherwise defined herein shall have the meanings specified in the Lease.

2. Assignment: Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease.

3. Assumption: Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Lease and assumes all of the duties, liabilities and obligations of Assignor thereunder arising from and after the date hereof (excluding any obligations or liabilities arising out of any breach of the Lease by Assignor that occurred prior to the date hereof) and to abide by all of the terms and conditions of the Lease binding upon the tenant thereunder from and after the date hereof. Upon this assignment and assumption, Assignor shall no longer be liable to Landlord for and shall be released from the performance and/or observance of all terms, conditions, covenants and provisions of the Lease to be performed or observed by the Tenant thereunder, except for breaches of the Lease and obligations arising out of or relating to acts, omissions of Assignor or acts of others for which Assignor owes a duty of indemnity to Landlord under the Lease, which occurred during the Term of the Lease through the effective date of this Assignment.

4. Joinder by Landlord: Landlord joins herein to consent to this Assignment. Landlord's consent to this Assignment is not: (a) an approval of any subsequent assignment or transfer of the Lease or subletting of all or any portion of the Property by Assignee; or (b) a waiver of any restrictions on or consent requirements under the Lease as to any future assignments, subleases, or transfers. Landlord affirms that Tenant is not in default under the terms of the Lease as of the date hereof.

5. Conflict; Survival: All the terms, covenants, and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by the parties hereto. This Assignment may be amended, modified, or canceled only by an instrument in writing signed by all parties hereto.

6. Governing Law: This Assignment shall be governed by the laws of the State of Iowa without regard to conflict of laws principals.

7. Successors: Except as herein otherwise provided, this Assignment shall be binding upon and inure to the benefit of the parties, and their respective heirs, executors, administrators, and permitted successors and assigns.

8. Counterparts; Delivery: This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery shall be deemed to be made if delivery is made in person, by mail (or private courier), or facsimile transmission and personally received by the other party.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed of the date first above-mentioned.

Dated: _____, 2024.

ASSIGNOR:

DAVID S. HARTIG, JR.

David S. Hartig, Jr., a single person

STATE OF IOWA)
 : ss
COUNTY OF DUBUQUE)

This record was acknowledged before me on _____, 2024, by David S. Hartig, Jr., a single person.

Signature of Notary Public

Dated: _____, 2024.

ASSIGNEE:

RABBIT HOLLOW NATURE CONSERVANCY, INC.

By: _____
Andrew J. Butler, President

STATE OF IOWA)
 : ss
COUNTY OF DUBUQUE)

This record was acknowledged before me on _____, 2024, by Andrew J. Butler as President of Rabbit Hollow Nature Conservancy, Inc.

Signature of Notary Public

Dated: _____, 2024.

LANDLORD:
CITY OF DUBUQUE, IOWA

Michael C. Van Milligen, City Manager

STATE OF IOWA)
 : ss
COUNTY OF DUBUQUE)

The foregoing instrument was acknowledged before me on May ____, 2024, by Michael C. Van Milligen, City Manager, of the City of Dubuque, Iowa.

Signature of Notary Public

EXHIBIT A
Lease Agreement

Kathy Flynn Thurlow
2539-04

2004 FEB 19 AM 10:21

KATHY FLYNN THURLOW
COUNTY RECORDER
DUBUQUE CO., IOWA FEES

\$56.00

Preparer

Information Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

Individual's Name

Street Address

City

Phone

Barry A. Lindahl ISBA # 6899

SPACE ABOVE THIS LINE FOR RECORDER

**LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DAVID S. HARTIG, JR.**

THIS AGREEMENT, made and entered into this 17th day of February, 2004, by and between the City of Dubuque (City), whose address, for the purpose of this Lease, is 50 W. 13th Street, Dubuque, IA, 52001 and David S. Hartig, Jr. (Hartig), whose address for the purpose of this Lease is 1495 Southern Avenue, Dubuque, IA, 52003.

The parties agree as follows:

1. PREMISES AND TERM. City leases to Hartig the following real estate, situated in Dubuque County, Iowa:

Lot 1-1-2-1 Mineral Lot 507
Lot 1-1-2-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-1-2-1-4 Mineral Lot 501
Lot 1 Old Mill Place
Lot 2 Papke Place
Lot 1-1-2-1-1-2-1-4 Mineral Lot 501
Lot 2-1-1-1-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-2-1-4 Mineral Lot 501

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 7th day of August, 2004, and ending on the 6th day of August, 2103, upon the condition that Hartig performs as provided in this Lease.

2. RENT. Hartig agrees to pay City as rent \$ 1.00 for the term of the Lease. The parties acknowledge that Hartig has previously paid to City the sum of \$16,800.00 for City's use in the purchase of the premises. For purposes of this Lease Agreement, such amount shall also be considered rent.

3. **POSSESSION.** Hartig shall be entitled to possession on the first day of the Lease term, or such earlier date as the parties may agree, and shall yield possession to City at the termination of this Lease. SHOULD CITY BE UNABLE TO GIVE POSSESSION ON SAID DATE, HARTIG'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. **USE.** Hartig shall use and maintain the premises only for green space and a nature preserve. No parking of vehicles or storage of vehicles or other materials of any kind shall be permitted on the premises.

5. **CARE AND MAINTENANCE.**

(a) Hartig takes the premises as is.

(b) Hartig shall maintain the premises in a reasonable safe, clean and presentable condition, including the mowing of grass. Hartig shall not erect any structure of any kind on the premises without the prior written consent of City. City agrees to remove all snow and ice from the sidewalk on or abutting the premises.

(c) Hartig shall upon possession of the premises seed or sod the premises at his expense. Hartig may also at his expense plant such trees of such kind and at such locations as he deems appropriate on the premises.

6. **UTILITIES AND SERVICES.** Hartig shall pay for all utilities and services which may be used on the premises.

7. **SURRENDER.** Upon the termination of this Lease, Hartig will surrender the premises to City in good and clean condition. Continued possession, beyond the term of this Lease and the acceptance of rent by City shall constitute a month-to-month extension of this Lease.

8. **ASSIGNMENT AND SUBLETTING.** Hartig shall not assign, sublet or otherwise transfer the premises or any part thereof, and any attempted assignment, subletting or transfer shall work an automatic forfeiture and termination of this Lease.

9. **INSURANCE.** Hartig shall obtain general liability insurance as set forth in the City's Insurance Schedule for Lessee's of City Property as such schedule may from time to time be amended. A copy of the current schedule is attached here to.

11. **INDEMNITY** Hartig will protect, defend, and indemnify City from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Hartig or any person claiming through or under Hartig.

12. MECHANICS' LIENS. Neither Hartig, nor anyone claiming by, through, or under Hartig, shall have the right to file any mechanic's lien against the premises.

13. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

A. The following shall constitute an event of default by Hartig: Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Hartig pursuant to the terms of the Lease.

B. City shall give Hartig a written notice specifying the default and giving Hartig ten (10) days in which to correct the default. If there is a default that cannot be remedied in ten (10) days by diligent efforts of Hartig, Hartig shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by City. City shall not be required to give Hartig any more than three notices for the same default within any 365 day period.

C. In the event Hartig has not remedied a default in a timely manner following a Notice of Default, City may declare this Lease to be terminated and shall give Hartig a written notice of such termination. In the event of termination of this Lease, City shall be entitled to prove claim for and obtain judgment against Hartig for the reasonable expenses of the City in regaining possession of the premises, including attorney's fees and court costs.

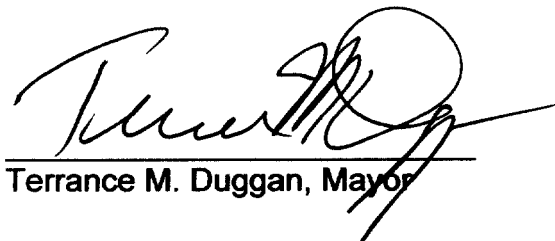
D. In the event of termination of this Lease, Hartig shall be entitled to a pro rata abatement of rent.

14. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

15. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

CITY OF DUBUQUE, IOWA

By


Terrance M. Duggan, Mayor

Attest:

Karen M. Chesterman
Jeanne F. Schneider, City Clerk Deputy

David S. Hartig, Jr.
David S. Hartig, Jr.

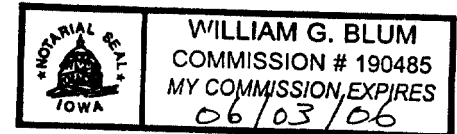
STATE OF IOWA

ss:

DUBUQUE COUNTY

On this 17 day of FEBRUARY 2004, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared David S. Hartig, Jr., to me personally known, who acknowledged the execution of this instrument to be his voluntary act and deed.

William G. Blum
Notary Public, State of Iowa



STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this 16th day of February, 2004, , before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Terrance M. Duggan and Karen M. Chesterman to me personally known, who being by me duly sworn did say that they are the Mayor and Deputy City Clerk, respectively of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Susan M. Winter
Notary Public, State of Iowa

A rectangular notary seal stamp, tilted at an angle. It contains the text: 'SUSAN M. WINTER', 'COMMISSION NO. 183214', and 'MY COMMISSION EXPIRES 2/14/05'.

INSURANCE SCHEDULE A

INSURANCE REQUIREMENTS FOR TENANTS AND LESSEES OF CITY PROPERTY OR VENDORS (SUPPLIERS, SERVICE PROVIDERS) TO THE CITY OF DUBUQUE

1. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa. All insurers shall have a rating of A or better in the current A.M. Best Rating Guide.
2. All policies of insurance shall be endorsed to provide a thirty (30) day advance notice of cancellation to the City of Dubuque if cancellation is prior to the expiration date. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance.
3. Hartig shall furnish a Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Paragraph 6 below. Such certificates shall include copies of the following policy endorsements:
 - a) Thirty day notice of cancellation to the City of Dubuque.
 - b) Commercial General Liability policy is primary and non-contributing.
 - c) Commercial General Liability additional insured endorsement.
 - d) Governmental Immunity Endorsements.
 - e) Waiver of recovery under workers compensation.
4. Each certificate shall be submitted to the contracting department of the City of Dubuque.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Hartig shall be required to carry the following minimum coverage/limits or greater if required by law or other legal agreement:

a) **COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

This coverage shall be written on an occurrence, not claims made, form per location. All deviations or exclusions from the standard ISO commercial general liability form CG 0001 or Business owners form BP 0002 shall be clearly identified.

Governmental Immunity Endorsement identical or equivalent to form attached.

An additional insured endorsement identical or equivalent to ISO Form CG 2026 or CG 2011 and include as additional insureds: "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."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person Or Organization:

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.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CITY OF DUBUQUE, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
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 City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

RESOLUTION NO. 77 -04

DISPOSING OF AN INTEREST IN REAL PROPERTY
BY LEASE WITH DAVID S. HARTIG, JR.

WHEREAS, the City of Dubuque, Iowa (City) is the owner of the following properties:

Lot 1-1-2-1 Mineral Lot 507
Lot 1-1-2-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-1-2-1-4 Mineral Lot 501
Lot 2 Papke Place
Lot 1-1-2-1-1-2-1-4 Mineral Lot 501
Lot 2-1-1-1-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-2-1-4 Mineral Lot 501;

and City intends to purchase Lot 1 Old Mill Place, all of which properties are referred to herein as the City Property; and

WHEREAS, David S. Hartig, Jr. (Hartig) proposes to lease the City Property on the terms set forth in the form of the attached Lease Agreement; and

WHEREAS, on February 16, 2004, the City Council pursuant to notice published as required by law held a public hearing on its intent to dispose of the City Property pursuant to the Lease Agreement and overruled all objections thereto;

AND WHEREAS, the City Council finds that it is in the best interest of the City to approve the Lease Agreement for the City Property.

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

Section 1. The Lease Agreement in the form attached hereto is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Lease Agreement.

Section 2. The City Clerk is hereby authorized and directed to cause this

Resolution to be recorded with the Dubuque County Recorder.

Passed, approved and adopted this 16th day of February, 2004.


Attest: Jeanne Schneider, City Clerk


Terrance M. Duggan, Mayor

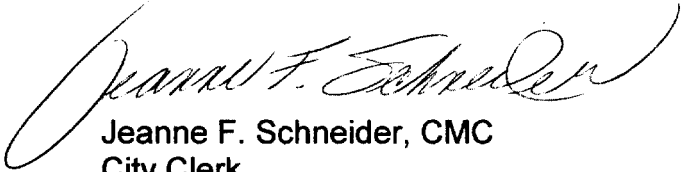
CERTIFICATE OF CITY CLERK

STATE OF IOWA)
)
COUNTY OF DUBUQUE)

I, Jeanne F. Schneider, do hereby certify that I am the duly appointed, qualified, and acting Clerk of the City of Dubuque, Iowa in the County aforesaid, and as such Clerk I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 77-04** is a correct copy of the original **Resolution No. 77-04** approved and adopted by the City Council of the City of Dubuque, Iowa, at a session held by said Council on the 16th day of February, 2004.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa on this 18th day of February, 2004.


Jeanne F. Schneider, CMC
City Clerk

(SEAL)



Prepared by and return to: Robert L. Sudmeier, 151 West 8th St., Ste. 200, Dubuque, IA, 52001
Telephone: (563) 556-4011

**AMENDED AND RESTATED LEASE AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA AND DAVID S. HARTIG, JR.**

AMENDED AND RESTATED LEASE AGREEMENT made and entered into this 4th day of April, 2016 by and between the City of Dubuque (City), whose address for the purposes of this Lease is 50 W. 13th St., Dubuque, Iowa 52001 and David S. Hartig, Jr. (Hartig), whose address for the purpose of this Lease is 1495 Southern Ave., Dubuque, Iowa 52003.

1. **PREMISES AND TERM.** City leases to Hartig the following real estate, situated in Dubuque County, Iowa:

Lot 1-1-2-1 Mineral Lot 507
Lot 1-1-2-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-1-2-1-4 Mineral Lot 501
Lot 1 Old Mill Place
Lot 2 Papke Place
Lot 1-1-2-1-1-2-1-4 Mineral Lot 501
Lot 2-1-1-1-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-2-1-4 Mineral Lot 501

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 7th day of August, 2004, and ending on the 6th day of August, 2103, upon the condition that Hartig *or successors* perform as provided in this Lease. *Upon the death of David S. Hartig, Jr., all rights and obligations under the Lease shall continue for the benefit of his heirs, devisees or their member trust beneficiaries with the interest subject to being further devised or transferred to successors in interest for the balance of the term.*

2. **RENT.** Hartig agrees to pay City as rent \$1.00 for the term of the Lease. The parties acknowledge that Hartig has previously paid to City the sum of \$16,800.00 for City's use in the purchase of the premises. For purposes of this Lease Agreement, such amount shall also be considered rent.

3. **POSSESSION.** Hartig shall be entitled to possession on the first day of the Lease term,

or such earlier date as the parties may agree, and *he or successors* shall yield possession to City at the termination of this Lease. SHOULD CITY BE UNABLE TO GIVE POSSESSION ON SAID DATE, HARTIG'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. **USE.** Hartig shall use and maintain the premises only for green space and a nature preserve. No parking of vehicles or storage of vehicles or other materials of any kind shall be permitted on the premises.

5. **CARE AND MAINTENANCE.**

A. Hartig takes the premises as is.

B. Hartig *and successors* shall maintain the premises in a reasonable safe, clean and presentable condition, including the mowing of grass. Hartig *and successors* shall not erect any structure of any kind on the premises without the prior written consent of City. City agrees to remove all snow and ice from the sidewalk on or abutting the premises.

C. Hartig shall upon possession of the premises seed or sod the premises at his expense. Hartig *and successors* may also at his expense plant such trees of such kind and at such locations as he deems appropriate on the premises.

6. **UTILITIES AND SERVICES.** Hartig *and successors* shall pay for all utilities and services which may be used on the premises.

7. **SURRENDER.** Upon the termination of this Lease, Hartig *or successors* will surrender the premises to City in good and clean condition. Continued possession, beyond the term of this Lease and the acceptance of rent by City shall constitute a month-to-month extension of this Lease.

8. **ASSIGNMENT AND SUBLETTING.** *Except as otherwise provided in numbered paragraph 1 for the balance of any term remaining after Hartig's demise and/or any transfer by Hartig of his leasehold interest to a revocable or irrevocable trust established by him, the Lease shall not be assigned, sublet or transferred and any attempt at assignment, subletting or transfer, other than as addressed in this paragraph and paragraph 1 shall require the City's consent, which consent shall not be unreasonably withheld.*

9. **INSURANCE.** Hartig shall obtain general liability insurance as set forth in the City's Insurance Schedule for Lessee's of City Property as such schedule may from time to time be amended. A copy of the current schedule is attached hereto.

10. **INDEMNITY.** Hartig will protect, defend, and indemnify City from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Hartig or any person claiming through or under Hartig.

11. **MECHANICS' LIENS.** Neither Hartig, nor anyone claiming by, through, or under Hartig, shall have the right to file any mechanic's lien against the premises.

12. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

A. The following shall constitute an event of default by Hartig: Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Hartig *or successors* pursuant to the terms of the Lease.

B. City shall give Hartig *or successors* a written notice specifying the default and giving ten (10) days in which to correct the default. If there is a default that cannot be remedied in ten (10) days by diligent efforts of *the party or parties in possession* shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by City. City shall not be required to give Hartig *or successors* any more than three notices for the same default within any 365 day period.

C. In the event Hartig *or successors* have not remedied a default in a timely manner following a Notice of Default, City may declare this Lease to be terminated and shall give Hartig *or successors* a written notice of such termination. In the event of termination of this Lease, City shall be entitled to prove claim for and obtain judgment against Hartig *or successors* for the reasonable expenses of the City in regaining possession of the premises, including attorney's fees and court costs.

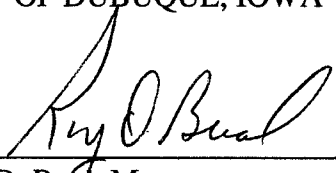
D. In the event of termination of this Lease, Hartig *and successors* shall be entitled to a pro rata abatement of rent.

13. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

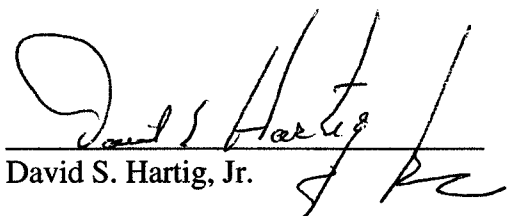
14. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

CITY OF DUBUQUE, IOWA

By:

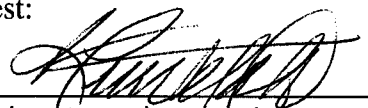


Roy D. Buol, Mayor



David S. Hartig, Jr.

Attest:

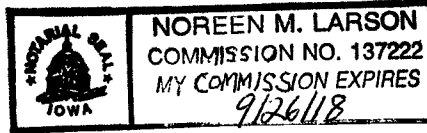


Kevin S. Firnstahl, City Clerk

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 14th day of March, 2016, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared David S. Hartig, Jr., to me personally known, who acknowledged the execution of this instrument to be his voluntary act and deed.

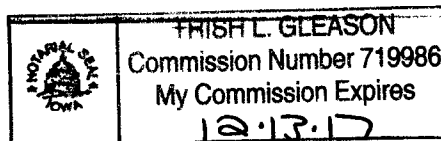
Noreen M. Larson
Notary Public, State of Iowa



STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 4th day of April, 2016, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Roy D. Buol and Kevin S. Firnstahl to me personally known, who being by me duly sworn did say that they are the Mayor and Deputy City Clerk, respectively of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Trish L. Gleason
Notary Public, State of Iowa



Prepared by Barry A. Lindahl, 300 Main Street, Ste. 330, Dubuque, IA 52001, 563-583-4113
Return to Kevin S. Firnstahl, 50 W. 13th St., Dubuque, IA 52001, 563-589-4121

RESOLUTION NO. 116-16

DISPOSING OF AN INTEREST IN REAL PROPERTY BY LEASE WITH DAVID S. HARTIG, JR.

WHEREAS, the City of Dubuque, Iowa is the owner of the following properties:

Lot 1-1-2-1 Mineral Lot 507
Lot 1-1-2-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-1-2-1-4 Mineral Lot 501
Lot 1 Old Mill Place
Lot 2 Papke Place
Lot 1-1-2-1-1-2-1-4 Mineral Lot 501
Lot 2-1-1-1-1-2-1-4 Mineral Lot 501
Lot 2-1-2-1-2-1-4 Mineral Lot 501;

and City leased all of the aforesaid real property to David S. Hartig, Jr. pursuant to Lease Agreement recorded on February 19, 2004 as Instrument 2539-04, records of Dubuque County, which Lease Agreement as so recorded was approved by City of Dubuque Resolution No. 77-04 on February 16, 2004; and

WHEREAS, David S. Hartig, Jr. (Hartig) proposes to amend the Lease of such City property on the terms set forth in the form of the Amended and Restated Lease Agreement attached, with all revisions or substitutions appearing in italics; and

WHEREAS, on April 4, 2016, the City Council pursuant to Notice published as required by law held a public hearing on the matter of amending the aforesaid Lease and overruled all objections thereto; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the Amended and Restated Lease Agreement for the City property.

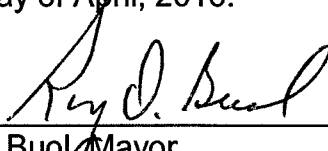
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Amended Lease Agreement in the form attached hereto is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Lease Agreement.

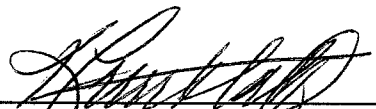
Section 3. The City Clerk is hereby authorized and directed to cause this Resolution to be recorded with the Dubuque County Recorder.

Passed, approved and adopted this 4th day of April, 2016.



Roy D. Buol, Mayor

Attest:



Kevin S. Firnstahl, City Clerk

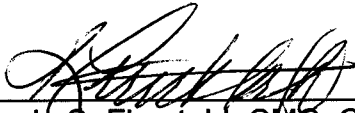
CERTIFICATE *of the* CITY CLERK

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

I, Kevin S. Firnstahl, do hereby certify that I am the duly appointed, qualified, City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 116-16** is a true and correct copy of the original.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa, on this 5th day of April, 2016.



Kevin S. Firnstahl, CMC, City Clerk

(SEAL)

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Proceedings to Set Public Hearing on October 21, 2024, for the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I
SUMMARY:	City Manager recommending that a public hearing be set for October 21, 2024, on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project projects. RESOLUTION To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$27,000,000
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 21, 2024

ATTACHMENTS:

1. Old Mill Rd LS SRF Set Public Hearing_MVM Memo_2024_10_02
2. Old Mill Rd LS SRF Set Public Hearing_Staff memo_2024_10_02
3. 1st Half Set Hrg Sewer Rev LDA (Old Mill) (Dubuque #9 2024)-v3

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Set Public Hearing on October 21, 2024, for the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I

DATE: October 2, 2024

Chief Financial Officer Jennifer Larson recommends that a public hearing be set for October 21, 2024, on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project projects.

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



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Set Public Hearing on October 21, 2024 for the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I

DATE: October 2, 2024

INTRODUCTION

The purpose of this memorandum is to provide suggested proceeding to set a public hearing on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes.

BACKGROUND

The older sections of the Catfish Creek Sanitary Sewer (CCSS) that deliver wastewater to the Catfish Creek Pump Station (CCPS) were constructed circa late 1960s. It is common for sanitary sewer pipes to remain in service for 60 years or longer. However, when sizing an interceptor sewer, it is not common to design it to handle predicted flows more than 50 years into the future, most often a 25-year timespan is considered. The CCPS was last upgraded in 1995 based on predicting growth over the next 20-30 years, consistent with a 25-year life for a lift station.

Despite challenges due to terrain (i.e. steep slopes, bluffs, shallow rock, etc.), the City has experienced significant growth within the Catfish Creek sewer shed in the last 20 years. Based on land use mapping in GIS, and only considering development that has occurred over the last twenty years, within the tributary area, the design flow to the CCSS and the CCPS has grown by 6.5 MGD (million gallons per day) since the pump station was last upgraded in 1995 to a capacity of 8.0 MGD.

Due to potential development area within the CCSS tributary area, the City hired Strand Associates, Inc. (Strand) in late 2018 to develop a better understanding of the hydraulic capacity of the Catfish Creek Sanitary Sewer collection system. The analysis of the CCSS and the CCPS involved the implementation of a flow metering program and the development

of a sanitary sewer model. One of the things that the computer model revealed is that some wet weather events will result in the flow rising above the top of the pipe, at certain locations, such that the sanitary system becomes pressurized which is an indicator of possible SSO's

In late December of 2020, Strand provided the City with final drafts of both the study, for Catfish Creek Sanitary Sewer collection system, and a more focused technical memo which evaluated the effect of adding new industrial flow to the existing system.

On January 4, 2021, a State Revolving Fund (SRF) Planning and Design Loan Intended Use Plan (IUP) application in the amount of \$350,000 was submitted to the State for the "Catfish Creek Lift Station & Force Main Project (that) involves system improvements to address wet-weather related overflows at the Catfish Creek Lift Station and provide capacity for future development within the Catfish Creek sewer shed".

On April 28, 2021, the City authorized Strand Task Order One, which provided for the development of a facility plan and design of the Old Mill road lift station to a 30% level. This level of design provided the City with a basis of design, a refined cost estimate, and the necessary information to allow the City to submit a facility Plan to IDNR to begin the SRF construction loan process. The 30% design followed the recommended improvement option identified in the January 7, 2021, memo regarding the results of the Catfish Creek Sanitary Sewer Interceptor system study, which evaluated the existing system capacity and identified improvements to ensure that it has adequate capacity for existing developments and for growth throughout the tributary area.

The City of Dubuque submitted a facility plan to Iowa Department of Natural Resources (IDNR), in May of 2021, for the construction of a 20 MGD sanitary sewer lift station and 30" dual force mains. The facility plan is based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that transport sewage to the Water Resource Recovery Center (WRRC). Several options were considered, and the City chose to proceed with the design and construction of the Old Mill Road Lift Station and Force Main Project, a recommended option. At the June 7, 2021, the City Council meeting, the City Council approved the facility plan and IUP application for the Old Mill Rd. Lift Station and Force Main Project.

Through the RFP process, Strand Associates, Inc (Strand) was selected and in February of 2022, the City entered into an agreement with Strand Associates to complete the final design of; the lift station, force main structures, modifications to WRRC headworks, assist City staff with bidding services and with railroad permitting for the horizontal bores under the railroad tracks. City Staff provided the site and utility design for the remainder of the project, along with all coordination with IDNR and property acquisitions.

Part of the SRF process is to complete an environmental review for the effected project area, which is conducted by IDNR staff along with other state agencies. One of the items that is looked at is the history of the area to determine the historical significance of the area, if any. The Office of the State Archaeologist (OSA) conducted a phase I archaeological study, due to a portion of the project alignment running through the old Town of Rockdale. Some artifacts, from the settlement, were recovered and it was determined that a more in-

depth phase II study was warranted. OSA and the State Historic Preservation Office (SHPO) directed the City to complete a Phase II archeological study. Due to the results of the phase II study, it was determined that an alternate alignment needed to be evaluated to avoid the Town of Rockdale. Once the alternate alignment was selected, a second phase II archeological study was completed for the alternate alignment. The alternate alignment was cleared by SHPO, and the design was able to be completed for the entire project.

Due to available funding and the funding being spread over five fiscal years, a revised facility plan was submitted in May of 2024, that split the project into two phases. The first phase being the lift station and site development and the second phase being the force mains, from the lift station to WRRRC, along with the force main structures. The revised facility plan was approved by IDNR in June of 2024. The phased approach allows the City to begin with the longest duration portion of the project, with currently available funding, and start the second phase of the project a year later, when the remainder of the funding becomes available in FY26 and FY27. The second phase is scheduled to be substantially complete prior to the first phase completion.

DISCUSSION

The Old Mill Road Lift Station and Force Main Project is the first of several improvements that are needed, within the Catfish Creek Interceptor Sewer system, to provide adequate capacity to serve existing development, within the City, and to allow for additional flow from future developments and the growth of the City.

The Old Mill Road Lift Station and Force Main Project is being funded utilizing ARPA funding for the design portion of both phases I and II. The construction and construction engineering, for phase I & II, will be funded utilizing State Revolving Fund (SRF) loan proceeds

The Capital Improvement budget includes funding from FY22 thru FY 27 for both phases of the Old Mill Rd. Lift Station and Force Main Project. Due to the expected duration of Phase I a portion of the FY26 funding, in the amount of \$3,649,944.34, is being utilized to fully fund phase I. The remainder of the FY26 & FY27 budgets, \$9,546,424.56, will be used to fund Phase II construction under a separate SRF loan.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolution fixing the date of October 21, 2024, for a public hearing on the proposed issuance not to exceed \$27 million in Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) for the Old Mill Rd. Lift Station and Force Main Project – Phase I.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

October 1, 2024

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: \$27,000,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 430411-9

Dear Jenny:

We have prepared and attach proceedings for use at the October 7, 2024, City Council meeting to set October 21, 2024, as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) in connection with the Old Mill Lift Station Project.

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher’s affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Dubuque. The last date on which this notice can be effectively published is October 17, 2024.

As soon as the notice appears in the newspaper, please have a copy scanned and emailed to me.

Please return one fully executed copy of these proceedings to us as soon as they are available.

Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Deron Muehring
Steve Brown
Todd Irwin
Tionna Pooler
Tracy Scebold
Tony Toigo
Lee Wagner
Rick Andriano

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

430411-9 (N/I)

Dubuque, Iowa

October 7, 2024

The City Council of the City of Dubuque, Iowa, met on October 7, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$27,000,000

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued sewer revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior sewer revenue debt remains outstanding (the “Outstanding Indebtedness”); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the “Outstanding Bond Resolutions”) the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$27,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. This City Council shall meet on October 21, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$27,000,000

(SEWER REVENUE)

The City Council of the City of Dubuque, Iowa, will meet on October 21, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$27,000,000 for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System (the “Utility”) of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City’s outstanding Sewer Revenue Indebtedness and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dubuque, Iowa.

Adrienne Breitfelder
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$27,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 7, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Sewer Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Council-manager-ward form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Manager
_____, Chief Financial Officer
_____, City Clerk
_____, City Treasurer
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

And I do further certify that the City has provided for the office of Treasurer, and the Council has selected the Treasurer.

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility"), and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Sanitary Sewer System (the “Utility”), except as follows:

<u>Date</u>	<u>Type</u>	<u>Principal Amount Outstanding</u>	<u>Maturity</u>
-------------	-------------	---	-----------------

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility, excluding the proposed issue.)

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Equity and Human Rights Commission Request for Commissioner Removal
SUMMARY:	Equity and Human Rights Commission requesting City Council schedule a public hearing to consider the removal of Commissioner Enoc Sanchez from the Commission for noncompliance with the attendance requirement of the City Code of Ordinances. RESOLUTION Setting a public hearing on the intent to consider the removal of a commissioner from the Equity and Human Rights Commission
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 21, 2024
ATTACHMENTS:	1. Resolution 2. Exhibit A 3. Public Hearing Notice

RESOLUTION NO. -24

SETTING A PUBLIC HEARING ON THE INTENT TO CONSIDER THE REMOVAL OF A COMMISSIONER FROM THE EQUITY AND HUMAN RIGHTS COMMISSION

WHEREAS, the City of Dubuque, Iowa, Equity and Human Rights Commission is governed by Title 8 of the City of Dubuque Code of Ordinances; and

WHEREAS, § 8-2-10 of the Code of Ordinances establishes the requirement for attendance at commission meetings as follows:

8-2-10: MEETINGS:

.....

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.

; and

WHEREAS, the Equity Human Rights Commission has recommended to the City Council that Enoc Sanchez be removed from the Commission for failure to comply with the attendance requirements, such recommendation attached as Exhibit A; and

WHEREAS, § 8-2-12 of the Code of Ordinances authorizes removal of a commissioner for cause upon written charges and after public hearing; and

WHEREAS, the City Council desires to set the public hearing on the removal of Enoc Sanchez from the Equity and Human Rights Commission.

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

Section 1. The City Council intends to consider the removal of Enoc Sanchez from the Equity and Human Rights Commission for noncompliance with the attendance requirement of the Code of Ordinances.

Section 2. The City Clerk is hereby authorized and directed to cause a notice to be mailed to Enoc Sanchez and published as prescribed by Iowa Code Section 362.3 of a public hearing on the City's intent to remove Enoc Sanchez from the Equity and Human Rights Commission, to be held on the 21st day of October 2024 at 6:30 p.m. in Dubuque,

Iowa.

Passed, approved and adopted this 7th day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

Exhibit A

9/13/2024

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

Dear Mayor and City Council Members,

The Equity and Human Rights Commission serves an important role in the City of Dubuque assisting the Equity and Human Rights Department and serving as a community conduit for citizens to connect to resources and share their concerns and experiences of discrimination and violations of human rights within the city. This important role requires contributions on a regular basis including monthly meetings. In our commissions policy and procedures, we have an attendance guideline that once a commission misses too many consecutive meetings or a majority of meetings in a set time that they be requested to resign or we approach the city council to have the individual removed from commission.

After careful consideration and attempts to reach Enoc Sanchez, Equity and Human Rights Commissioner, it has been decided that it is in the best interest of the commission to request that the council moves to end and vacate his term as he has not been in attendance at regularly scheduled commission meetings since November 2023. At the September 10th 2024 meeting of the Equity and Human Rights Commission a motion was made, seconded and voted 6-0 (3 absent) to send this request to the City Council.

This decision was made with the utmost respect for his contributions and in no way reflects negatively on his person, dedication or integrity. His previous service to the committee was highly valued and appreciated.

Thank you,

A handwritten signature in black ink, appearing to read "Jake Kurczek".

Jake Kurczek, PhD

Chair, City of Dubuque Equity and Human Rights Commission

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

NOTICE is hereby given that the Dubuque City Council will conduct a public hearing at a meeting to commence at 6:30 p.m. on October 21, 2024, in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council intends to consider the removal of Enoc Sanchez from the Equity and Human Rights Commission for noncompliance with the attendance requirement of the Code of Ordinances.

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 7th day of October 2024.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	2024 SRF Green Alley Project: Initiate Public Bidding Process and Set Date for Public Hearing - Project No: 5581500018, 4281000045, 5581500020
SUMMARY:	City Manager recommending City Council authorize initiating the public bidding process and set a public hearing on November 4, 2024, and to approve the plans, specifications, form of contract, with an estimated cost of \$1,342,614.00, and authorize the City Engineer to advertise for bid proposals for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions. RESOLUTION 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 November 4, 2024
ATTACHMENTS:	1. MVM Memo 2. 0 Memo - Initiate Bidding - 2024 SRF Green Alley 3. 1 2024 SRF Green Alley - Initiate Resolution 4. 7 2024 SRF Green Alley - Notice of Hearing - Plans

TO: The Honorable Mayor and City Council Members

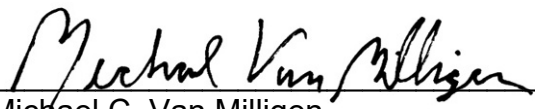
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 SRF Green Alley Project
Initiate Public Bidding Process and Set Date for Public Hearing
Project No: 5581500018, 4281000045, 5581500020

DATE: October 2, 2024

City Engineer Gus Psihoyos is recommending City Council authorize initiating the public bidding process and set a public hearing on November 4, 2024, and to approve the plans, specifications, form of contract, with an estimated cost of \$1,342,614.00, and authorize the City Engineer to advertise for bid proposals for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jon Dienst, Civil Engineer II
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Nathan Kelleher, Grant - Finance and Budget Analyst
Max O'Brien, Civil Engineer
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Support

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

RE: 2024 SRF Green Alley Project
Initiate Public Bidding Process and Set Date for Public Hearing
Project No: 5581500018, 4281000045, 5581500020

DATE: September 30, 2024

INTRODUCTION

This memorandum requests the City Council authorize initiating the public bidding process and set a public hearing on November 4, 2024, for the 2024 SRF Green Alley Project.

BACKGROUND

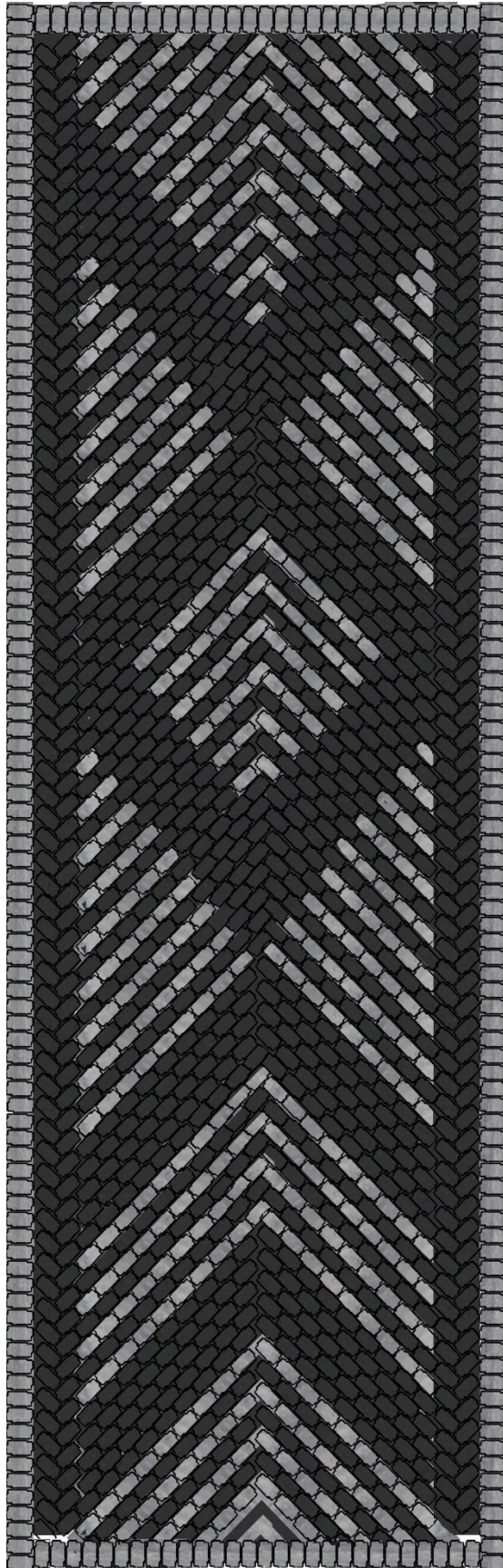
To date the city has reconstructed 81 alleys using interlocking concrete pavers to create "Green Alleys". Green Alleys help allow for water infiltration thus reducing runoff from rain events. The alleys also help with reducing total suspended solids, nitrogen and phosphorous from enter the storm sewer system in Dubuque.

The green alleys have historically been funded with clean water state revolving funds (SRF). The funds are leverage from sanitary sewer projects the city completes. In the past \$9.4 million was leveraged from the reconstruction of the Water Resource Recovery Center.

DISCUSSION

This project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings.

The alley between Iowa Street and Central Avenue from 15th to 16th streets is planned to have special design for the pavers. Voices Studio approached the city to consider installing the pavers in this alley using a mosaic look. This mosaic pattern was developed by regional artists to pay respect to the native people of the land Dubuque occupies. An image of what the pattern looks like is below:



This project will use SRF funds to help pay for the paving portion of the work. American Rescue Plan (ARPA) funds will be used for the utility work planned. The SRF funds were leverage from the Bee Branch RR Culvert Project.

PUBLIC ENGAGEMENT

City staff have sent letters to the abutting property owners in this corridor and held individual meetings with property owners requiring permanent easements.

PROJECT SCHEDULE

The schedule for the Project is as follows:

Initiate Public Bidding Process	October 7, 2024
Publish Notice to Bidders, Advertise for Bids	October 11, 2024
Mail Notice to Affected Property Owners	October 11, 2024
Publish Public Hearing Notice on Plans & Specs	October 11, 2024
Publish First Public Hearing Notice to Property Owners	October 11, 2024
Publish Second Public Hearing Notice to Property Owners	October 18, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Receipt of Bids (Bid Letting)	November 7, 2024
Award Construction Contract	November 18, 2024
Final Project Completion	September 30, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract, and construction estimate for the 2024 SRF Green Alley Project. I further recommend establishing the date of a public hearing and authorizing the City Engineer to advertise for bids for the Project.

BUDGET IMPACT

The estimate of probable cost for the 2024 SRF Green Alley Project is as follows:

Description	Cost Estimate
Construction	\$ 1,342,614.00
Contingency	134,261.40
Construction Engineering and Inspection	221,531.31
Total Construction Cost Estimate	\$ 1,698,406.71

The project funding summary is as follows:

CIP	Fund Description	Fund Amount
5586500018	Perv Pave BB RR Sponsor – SRF Funds	\$897,455.74
5586500018	Perv Pave BB RR Sponsor – ARPA Funds	312,385.00
5581500038	ARPA Funds	348,000.00
	Special Assessment – Alley Improvement, Residential	49,156.16
	Special Assessment – Alley Improvement, Commercial	66,394.45
	Special Assessment – Private Water Services	25,015.38
Total Project Funding		\$1,698,406.71

PROPERTY ASSESSMENTS

Low- to moderate-income property owners subject to alley assessment will be eligible for financial assistance of the alley assessment for the owner-occupied resident property depending on family size and income level.

According to State Code Section 384.62, the assessment shall not exceed twenty-five percent of the value of the lot as shown by the plat and schedule approved by the council. There is no assessment for this project that meets these criteria.

Abutting properties can pay assessment balances in excess over \$500 over a 15-year period with 3% interest. Abutting property owners can pay their assessment balances to the City Engineer within the first 30 days after receiving the final notice of special assessment to avoid interest charges.

ACTION TO BE TAKEN

I respectfully request the City Council authorize initiating the public bidding process and set a public hearing on November 4, 2024, and to approve the plans, specifications, form of contract, and authorize the City Engineer to advertise for bid proposals for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

Attach.

Prepared by Jon Dienst, P.E.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Finance and Budget Director
Arielle Swift, Public Works Director
Nathan Kelleher, Finance
Max O'Brien, Civil Engineer

RESOLUTION NO. -24

2024 SRF GREEN ALLEY 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 2024 SRF Green Alley Project in the estimated amount \$1,342,614.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of November, 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 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 2024 SRF Green Alley Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website, in a contractor plan room service with statewide circulation, and construction lead generating service with a statewide circulation which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 7th day of November 2024. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 18th day of November 2024, in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this ____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC City Clerk

**CITY OF DUBUQUE
OFFICIAL NOTICE**

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATED COST FOR THE 2024 SRF GREEN ALLEY PROJECT**

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the 2024 SRF Green Alley Project, in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 4th day of November 2024, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. At which time any person having an interest in the matter may appear and be heard for or against the making of the improvement, said proposed plans, specifications, form of contract, and estimated cost.

The scope of the Project is as follows:

Reconstruction of 3 alleys:

2024 SRF GREEN ALLEY PROJECT CIP # 5586500018

This project will include the reconstruction of three alleys in downtown Dubuque into permeable alleys. The alleys are located between Iowa street and Central Avenue from 15th to 17th streets (2 alleys) and between Central Avenue and White Street from 17th to 18th Street (1 alley). All three alleys will have all pavement removed, complete reconstruction of the water main and sanitary sewer with associated private services. Excavation to allow for 3 feet of porous stone, installation of a subdrain, connections to storm sewer, concrete bands and brick pavers suited for permeable pavement. There is an existing Lumen fiber duct bank that needs to be worked around on the alley between Central Avenue and White Street. The alley between Central Avenue and Iowa Street from 15th to 16th Street will have permeable pavers installed in a unique design pattern.

Some of the project quantities include the following:

- Excavation: 2780 CY
- 7" PCC Pavement: 550 SY
- Permeable Brick Pavers: 13360 SF
- ASTM 57 Stone: 285 Ton
- ASTM 2 Stone: 4020 Ton
- 8" PVC C900 Sanitary Sewer: 805 LF
- 6" DIP Water main: 610 LF
- 12" DIP water main: 260 LF
- Associated water services and sewer services

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa. Documents can be viewed at

<https://www.cityofdubuque.org/Agendas> or by contacting the City Clerk's Office at 563-589-4100.

Written comments regarding the above public hearing should be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, ctyclerk@cityofdubuque.org, on or before said time of public hearing. At said time of public hearing all interested citizens and parties will be given an opportunity to submit online written comments for or against said proposal.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 7th day of October 2024.

Adrienne N. Breittfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE: 2024 SRF Green Alley Project Special Assessments - Project No: 5581500018, 4281000045, 5581500020

SUMMARY: City Manager recommending City Council set a public hearing on November 4, 2024, and to approve the Resolution of Necessity and the Preliminary Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

RESOLUTION Approving the preliminary plats, schedule of assessments and estimate of total cost for the 2024 SRF Green Alley Project

RESOLUTION Of necessity for the 2024 SRF Green Alley Project

RESOLUTION Fixing date of public hearing on resolution of necessity

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

ATTACHMENTS:

1. MVM Memo
2. 0 Memo - Special Assessments - 2024 SRF Green Alley
3. 2 2024 SRF Green Alley - Resolution of Assessments
4. 3 2024 SRF Green Alley - Res of Necessity (4)
5. 4 2024 SRF Green Alley - Fixing Date PH Res of Necessity
6. 5 2024 SRF Green Alley - Notice to Property Owners
7. 6 2024 SRF Green Alley - Notice of Hearing - Assessments
8. Green Alley 2024 Preliminary Schedule of Assessments COUNCIL
9. Plat and Assessment Units

TO: The Honorable Mayor and City Council Members

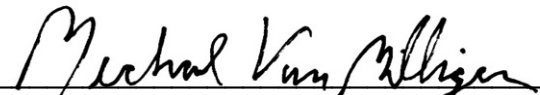
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 SRF Green Alley Project Special Assessments
Project No: 5581500018, 4281000045, 5581500020

DATE: October 3, 2024

City Engineer Gus Psihoyos is recommending City Council set a public hearing on November 4, 2024, and to approve the Resolution of Necessity and the Preliminary Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jon Dienst, P.E.
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Nathan Kelleher, Grants – Finance and Budget Analyst
Max O'Brien, Civil Engineer
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Support

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

RE: 2024 SRF Green Alley Project
Special Assessments
Project No: 5581500018, 4281000045, 5581500020

DATE: September 30, 2024

INTRODUCTION

This memorandum requests the City Council to set a public hearing on November 4, 2024, for the 2024 SRF Green Alley Project related to the levying of special assessments.

BACKGROUND

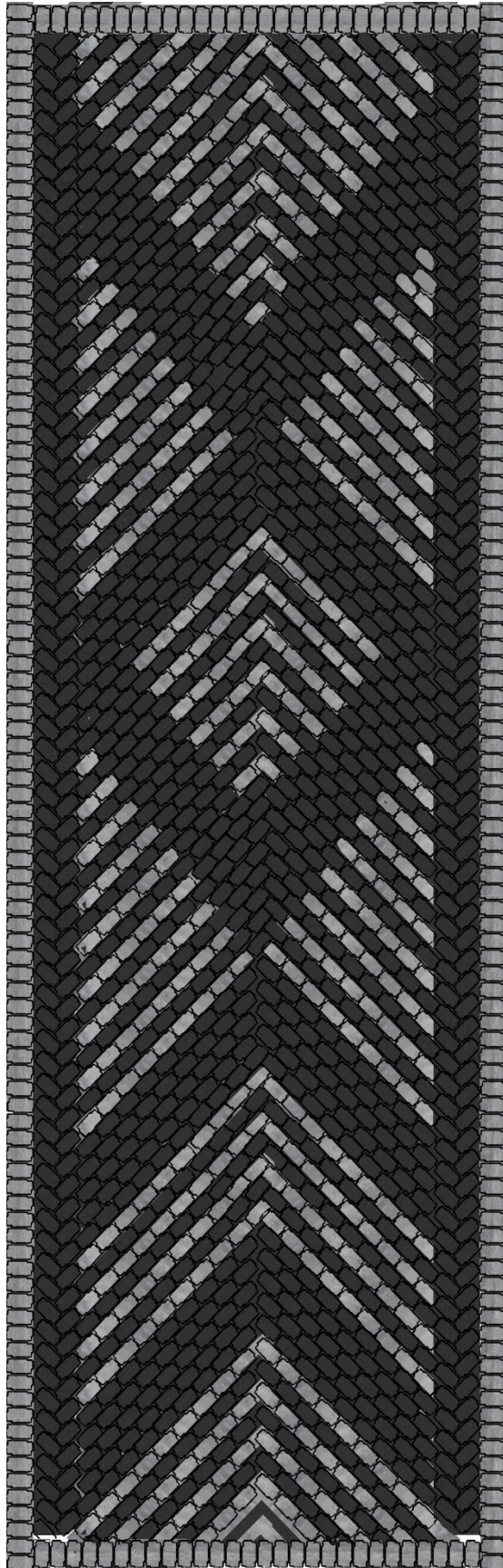
To date the city has reconstructed 81 alleys using interlocking concrete pavers to create "Green Alleys". Green Alleys help allow for water infiltration thus reducing runoff from rain events. The alleys also help with reducing total suspended solids, nitrogen and phosphorous from enter the storm sewer system in Dubuque.

The green alleys have historically been funded with clean water state revolving funds (SRF). The funds are leverage from sanitary sewer projects the city completes. In the past \$9.4 million was leveraged from the reconstruction of the Water Resource Recovery Center.

DISCUSSION

This project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings.

The alley between Iowa Street and Central Avenue from 15th to 16th streets is planned to have special design for the pavers. Voices Studio approached the city to consider installing the pavers in this alley using a mosaic look. This mosaic pattern was developed by regional artists to pay respect to the native people of the land Dubuque occupies. An image of what the pattern looks like is below:



This project will use SRF funds to help pay for the paving portion of the work. American Rescue Plan (ARPA) funds will be used for the utility work planned. The SRF funds were leverage from the Bee Branch RR Culvert Project.

PUBLIC ENGAGEMENT

City staff have sent letters to the abutting property owners in this corridor and held individual meetings with property owners requiring permanent easements.

PROJECT SCHEDULE

The schedule for the Project is as follows:

Initiate Public Bidding Process	October 7, 2024
Publish Notice to Bidders, Advertise for Bids	October 11, 2024
Mail Notice to Affected Property Owners	October 11, 2024
Publish Public Hearing Notice on Plans & Specs	October 11, 2024
Publish First Public Hearing Notice to Property Owners	October 11, 2024
Publish Second Public Hearing Notice to Property Owners	October 18, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Receipt of Bids (Bid Letting)	November 7, 2024
Award Construction Contract	November 18, 2024
Final Project Completion	September 30, 2025

RECOMMENDATION

I recommend establishing the date of a public hearing for levying of special assessments for this project.

BUDGET IMPACT

The estimate of probable cost for the 2024 SRF Green Alley Project is as follows:

Description	Cost Estimate
Construction	\$ 1,342,614.00
Contingency	134,261.40
Construction Engineering and Inspection	221,531.31
Total Construction Cost Estimate	\$ 1,698,406.71

The project funding summary is as follows:

CIP	Fund Description	Fund Amount
5586500018	Perv Pave BB RR Sponsor – SRF Funds	\$897,455.74
5586500018	Perv Pave BB RR Sponsor – ARPA Funds	312,385.00
5581500038	ARPA Funds	348,000.00
	Special Assessment – Alley Improvement, Residential	49,156.16
	Special Assessment – Alley Improvement, Commercial	66,394.45
	Special Assessment – Private Water Services	25,015.38
Total Project Funding		\$1,698,406.71

PROPERTY ASSESSMENTS

Low- to moderate-income property owners subject to alley assessment will be eligible for financial assistance of the alley assessment for the owner-occupied resident property depending on family size and income level.

According to State Code Section 384.62, the assessment shall not exceed twenty-five percent of the value of the lot as shown by the plat and schedule approved by the council. There is no assessment for this project that meets these criteria.

Abutting properties can pay assessment balances in excess over \$500 over a 15-year period with 3% interest. Abutting property owners can pay their assessment balances to the City Engineer within the first 30 days after receiving the final notice of special assessment to avoid interest charges.

ACTION TO BE TAKEN

I respectfully request the City Council set a public hearing on November 4, 2024, and to approve the Resolution of Necessity and the Preliminary Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

Attach.

Prepared by Jon Dienst, P.E.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Finance and Budget Director
Arielle Swift, Public Works Director
Nathan Kelleher, Finance
Max O'Brien, Civil Engineer

RESOLUTION NO. -24

**APPROVING THE PRELIMINARY PLATS, SCHEDULE OF ASSESSMENTS
AND ESTIMATE OF TOTAL COST FOR THE 2024 SRF GREEN ALLEY PROJECT**

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

That the attached preliminary plats, schedule of assessments, and estimate of total
cost for the 2024 SRF Green Alley Project are hereby approved.

Passed, approved and adopted this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC City Clerk

RESOLUTION NO. -24

**RESOLUTION OF NECESSITY FOR THE
2024 SRF GREEN ALLEY PROJECT**

Whereas, the plat, preliminary schedule of assessments, and estimate of total cost for the 2024 SRF Green Alley Project have been duly prepared and approved by the City Council of the City of Dubuque and ordered placed on file in the office of City Clerk.

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

The 2024 SRF Green Alley Project will provide:

This project will include the reconstruction of three alleys in downtown Dubuque into permeable alleys.

The alleys are located between Iowa street and Central Avenue from 15th to 17th streets (2 alleys) and between Central Avenue and White Street from 17th to 18th Street (1 alley).

All three alleys will have all pavement removed, complete reconstruction of the water main and sanitary sewer with associated private services. excavation to allow for 3 feet of porous stone, installation of a subdrain, connections to storm sewer, concrete bands and brick pavers suited for permeable pavement. There is an existing Lumen fiber duct bank that needs to be worked around on the alley between Central Avenue and White Street. The alley between Central Avenue and Iowa Street from 15th to 16th Street will have permeable pavers installed in a unique design pattern. Some of the project quantities include the following:

- Excavation: 2780 CY
- 7" PCC Pavement: 550 SY
- Permeable Brick Pavers: 13360 SF
- ASTM 57 Stone: 285 Ton
- ASTM 2 Stone: 4020 Ton
- 8" PVC C900 Sanitary Sewer: 805 LF
- 6" DIP Water main: 610 LF
- 12" DIP water main: 260 LF
- Associated water services and sanitary services

There is on file in the office of the City Clerk an estimated total cost of the work, and a preliminary plat and schedule showing the amount proposed to be assessed to each lot for the improvement.

The date, time, and place the council will hear property owners subject to the assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the district: the 4th day of November 2024, at 6:30 p.m., in the Historic Federal Building Council Chambers, 350 West 6th Street, Dubuque, Iowa.

That the City Council deems it advisable and necessary for the public welfare to make the herein mentioned improvements.

Unless a property owner files objections with the City Clerk at the time of hearing on the resolution of necessity, the property owner is deemed to have waived all objections pertaining to the regularity of the proceeding and the legality of using the special assessment procedure.

Said improvements shall be constructed in accordance with the plans and specifications which have been approved by the City Council and are now on file in the Office of the City Clerk. The cost of making such improvement will be assessed against property lying with the assessment limits.

The above resolution was introduced, approved and ordered placed on file with the City Clerk this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. -24

FIXING DATE OF PUBLIC HEARING ON RESOLUTION OF NECESSITY

Whereas, the City Council of the City of Dubuque, Iowa, has given its preliminary approval to the plat, preliminary schedule of assessments, and estimated total cost for the 2024 SRF Green Alley Project and ordered the plat, schedule of assessments, and estimate of total cost placed on file in the Office of the City Clerk; and

Whereas, the proposed Resolution of Necessity for Project has been introduced and is now on file in the Office of the City Clerk.

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

The City Council will meet on the 4th day of November 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. At which time the owners of property subject to assessment for the proposed improvement or any other person having an interest in the matter may appear and be heard for or against the making of the improvement, the boundaries of the district, the cost, the assessment against any lot, or the final adoption of a resolution of necessity.

A property owner will be deemed to have waived all objections unless at the time of hearing the property owner has filed objections with the City Clerk.

The City Clerk be and is hereby authorized and directed to cause a 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 once each week for two consecutive weeks, the first publication of which shall be not less than ten days prior to the day fixed for its consideration.

Passed, adopted and approved this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

NOTICE TO PROPERTY OWNERS 2024 SRF GREEN ALLEY PROJECT

Notice is given that there is now on file for public inspection in the office of the clerk of the City of Dubuque, Iowa, a proposed resolution of necessity, an estimate of cost and schedule showing the amounts proposed to be assessed against each lot and the valuation of each lot within a district approved by the City Council of the City of Dubuque, Iowa, for a public improvement of the type(s) and in the location(s) as follows:

Reconstruction of 3 alleys:

2024 SRF GREEN ALLEY PROJECT CIP # 5586500018

This project will include the reconstruction of three alleys in downtown Dubuque into permeable alleys. The alleys are located between Iowa street and Central Avenue from 15th to 17th streets (2 alleys) and between Central Avenue and White Street from 17th to 18th Street (1 alley). All three alleys will have all pavement removed, complete reconstruction of the water main and sanitary sewer with associated private services. Excavation to allow for 3 feet of porous stone, installation of a subdrain, connections to storm sewer, concrete bands and brick pavers suited for permeable pavement. There is an existing Lumen fiber duct bank that needs to be worked around on the alley between Central Avenue and White Street. The alley between Central Avenue and Iowa Street from 15th to 16th Street will have permeable pavers installed in a unique design pattern.

Some of the project quantities include the following:

- Excavation: 2780 CY
- 7" PCC Pavement: 550 SY
- Permeable Brick Pavers: 13360 SF
- ASTM 57 Stone: 285 Ton
- ASTM 2 Stone: 4020 Ton
- 8" PVC C900 Sanitary Sewer: 805 LF
- 6" DIP Water main: 610 LF
- 12" DIP water main: 260 LF
- Associated water services and sewer services

The proposed district to be benefited and subject to assessment for the cost of such improvements is described as follows:

All properties abutting or served by utilities in the following alleys:

- Alley between Iowa Street and Central Avenue from 15th Street to 17th Street (2 alleys)
- Alley between Central Avenue and White Street from 17th to 18th Street (1 alley)

**CITY OF DUBUQUE
OFFICIAL NOTICE**

**NOTICE OF PUBLIC HEARING ON LEVYING SPECIAL ASSESSMENTS FOR THE
2024 SRF GREEN ALLEY PROJECT**

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque will hold a public hearing on the levying of Special Assessments for the 2024 SRF Green Alley Project, in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 4th day of November 2024, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. At which time the owners of property subject to assessment for the proposed improvement or any other person having an interest in the matter may appear and be heard for or against the boundaries of the district, the assessment against any lot, or the final adoption of a resolution of necessity. A property owner will be deemed to have waived all objections unless at the time of hearing the property owner has filed objections with the clerk.

The scope of the Project is as follows:

Reconstruction of 3 alleys:

2024 SRF GREEN ALLEY PROJECT CIP # 5586500018

This project will include the reconstruction of three alleys in downtown Dubuque into permeable alleys. The alleys are located between Iowa street and Central Avenue from 15th to 17th streets (2 alleys) and between Central Avenue and White Street from 17th to 18th Street (1 alley). All three alleys will have all pavement removed, complete reconstruction of the water main and sanitary sewer with associated private services. Excavation to allow for 3 feet of porous stone, installation of a subdrain, connections to storm sewer, concrete bands and brick pavers suited for permeable pavement. There is an existing Lumen fiber duct bank that needs to be worked around on the alley between Central Avenue and White Street. The alley between Central Avenue and Iowa Street from 15th to 16th Street will have permeable pavers installed in a unique design pattern.

Some of the project quantities include the following:

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- 8" PVC C900 Sanitary Sewer: 805 LF
- 6" DIP Water main: 610 LF
- 12" DIP water main: 260 LF
- Associated water services and sewer services

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa. Documents can be viewed at <https://www.cityofdubuque.org/Agendas> or by contacting the City Clerk's Office at 563-589-4100.

Written comments regarding the above public hearing should be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, ctyclerk@cityofdubuque.org, on or before said time of public hearing. At said time of public hearing all interested citizens and parties will be given an opportunity to submit online written comments for or against said proposal.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 7th day of October 2024.

Adrienne N. Breittfelder, City Clerk

CITY OF DUBUQUE, IOWA
Alleys between Iowa Street and Central Avenue from 15th to 17th Streets
PRELIMINARY SCHEDULE OF VALUATION AND PROPOSED ASSESSMENTS
DATE: 9-30-2024

The following schedule is hereby determined to show each lot proposed to be assessed for the improvement shown in the title together with the amount proposed to be assessed against each lot and the valuations shown opposite each lot are hereby fixed as the true valuations of such lots by the City Council of the City of Dubuque.

public pvmt and
private water &
sewer total

ALLEY BETWEEN IOWA STREET AND CENTRAL AVENUE FROM 15TH to 16TH STREET										
PARCEL NUMBER	PROPERTY OWNER NAME	LOT DESCRIPTION	STREET ADDRESS	NET ASSESSED VALUATION	VALUATION WITH IMPROVEMENT	NET PAVING IMPROVEMENT COST	NET PAVING IMPROVEMENT DEFICIENCY	TOTAL PUBLIC IMPROVEMENT COST	WATER SERVICE PRIVATE COST	TOTAL ASSESSMENT
1024403001	CONRAD JR, RON	N 1/2 OF N 1/5 OF CITY LOT 454	1596 IOWA ST	\$89,400	\$91,272.81	\$1,872.81	\$0.00	\$1,872.81		\$1,872.81
1024403002	HIGH PERFORMANCE PROPERTIES LLC	S 1/2 OF N 1/5 OF CITY LOT 454	1592 IOWA ST	\$101,400	\$103,272.81	\$1,872.81	\$0.00	\$1,872.81	\$6,325.00	\$8,197.81
1024403019	RAMIREZ, EMILIANO & MARIA N	LOT 1 IOWA STREET PLACE	1578 IOWA ST	\$50,600	\$52,547.72	\$1,947.72	\$0.00	\$1,947.72		\$1,947.72
1024403020	RAMIREZ, EMILIANO	LOT 2 IOWA STREET PLACE	1572 IOWA ST	\$51,900	\$53,772.81	\$1,872.81	\$0.00	\$1,872.81		\$1,872.81
1024403004	CARICH PROPERTIES LLC	M 1/5 OF CITY LOT 454; & N 12' & S 2'-N 14' BOTH OF E 1/2 OF S 2/5 OF CITY LOT 454	1560 IOWA ST	\$401,700	\$406,569.29	\$4,869.29	\$0.00	\$4,869.29		\$4,869.29
1024403009	MANSA PROPERTY GROUP LLC	E 22'-S 88.4'-E 1/2-S 2/5 OF CITY LOT 454	35 W 15TH ST	\$73,100	\$76,828.05	\$3,728.05	\$0.00	\$3,728.05		\$3,728.05
1024403010	SANCHEZ, CARISSA	N 1/2 OF N 1/5 OF CITY LOT 451	1599 CENTRAL AVE	\$76,600	\$78,616.84	\$2,016.84	\$0.00	\$2,016.84		\$2,016.84
1024403021	VOICESDBQ LLC	LOT 1 VOICES DUBUQUE PLACE	1585 CENTRAL AVE	\$180,900	\$187,031.20	\$6,131.20	\$0.00	\$6,131.20		\$6,131.20
1024403013	SPECHT, TIMOTHY L	N 23.2' OF M 1/5 OF CITY LOT 451	1555 CENTRAL AVE	\$53,800	\$55,655.49	\$1,855.49	\$0.00	\$1,855.49		\$1,855.49
1024403014	RUBIO, ELIGIO	S 28' OF M 1/5 OF CITY LOT 451	1543 CENTRAL AVE	\$113,200	\$115,458.86	\$2,258.86	\$0.00	\$2,258.86		\$2,258.86
1024403015	CORRIDORDBQ LLC	SM 1/5 OF CITY LOT 451	1527 CENTRAL AVE	\$139,300	\$143,414.36	\$4,114.36	\$0.00	\$4,114.36		\$4,114.36
1024403017	WATSON, JOSEPH P & CONNOR J	LOT 1 OF WINNER PLACE	25 W 15TH ST	123,800.00	\$126,977.62	\$3,177.62	\$0.00	\$3,177.62		\$3,177.62
TOTALS =								\$35,717.85	\$6,325.00	\$42,042.85

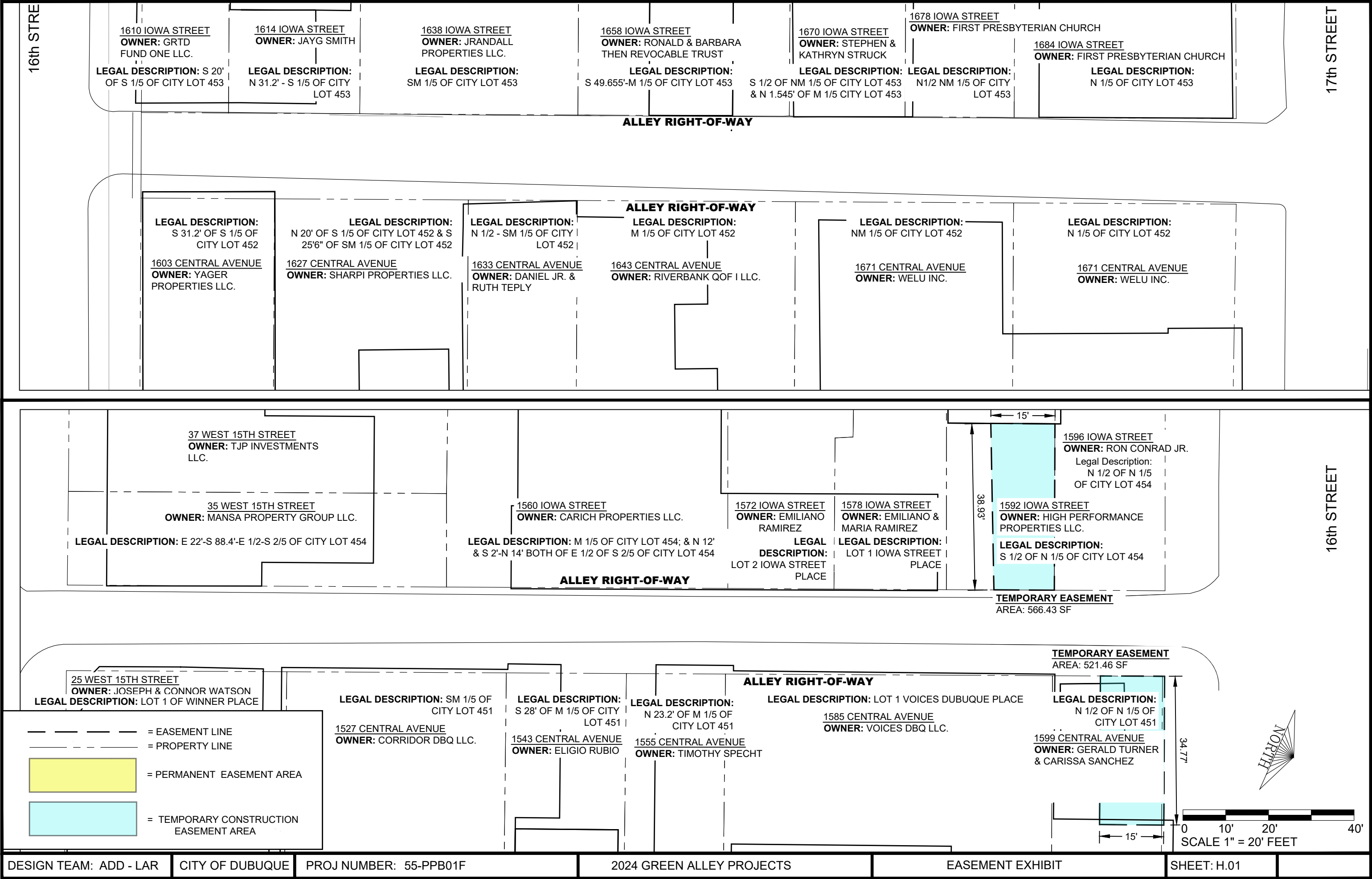
ALLEY BETWEEN IOWA STREET AND CENTRAL AVENUE FROM 16TH to 17TH STREET										
PARCEL NUMBER	PROPERTY OWNER NAME	LOT DESCRIPTION	STREET ADDRESS	NET ASSESSED VALUATION	VALUATION WITH IMPROVEMENT	NET PAVING IMPROVEMENT COST	NET PAVING IMPROVEMENT DEFICIENCY	TOTAL PUBLIC IMPROVEMENT COST	WATER SERVICE PRIVATE COST	TOTAL NET ASSESSMENT
1024265001	FIRST PRESBYTERIAN CHURCH	N 1/5 OF CITY LOT 453	1684 IOWA ST	\$456,700	\$460,814.36	\$4,114.36	\$0.00	\$4,114.36		\$4,114.36
1024265002	FIRST PRESBYTERIAN CHURCH	N1/2 NM 1/5 OF CITY LOT 453	1678 IOWA ST	\$136,100	\$138,116.84	\$2,016.84	\$0.00	\$2,016.84		\$2,016.84
1024265003	STRUCK, STEPHEN C & KATHRYN D	S 1/2 OF NM 1/5 OF CITY LOT 453 & N 1.545' OF M 1/5 CITY LOT 453	1670 IOWA ST	\$91,000	\$93,022.63	\$2,022.63	\$0.00	\$2,022.63		\$2,022.63
1024265004	THEN, RONALD & BARBARA JOINT REVOCABLE TRUST	S 49.655'-M 1/5 OF CITY LOT 453	1658 IOWA ST	\$158,100	\$161,770.70	\$3,670.70	\$0.00	\$3,670.70		\$3,670.70
1024265005	JRANDALL PROPERTIES LLC	SM 1/5 OF CITY LOT 453	1638 IOWA ST	\$76,700	\$80,520.52	\$3,820.52	\$0.00	\$3,820.52		\$3,820.52
1024265006	SMITH, JAY G	N 31.2' - S 1/5 OF CITY LOT 453	1614 IOWA ST	\$81,600	\$83,922.28	\$2,322.28	\$0.00	\$2,322.28		\$2,322.28
1024265007	GRTD FUND ONE LLC	S 20' OF S 1/5 OF CITY LOT 453	1610 IOWA ST	\$76,000	\$77,498.24	\$1,498.24	\$0.00	\$1,498.24		\$1,498.24
1024265008	WELU INC	N 1/5 OF CITY LOT 452	1685 CENTRAL AVE	\$31,820	\$35,934.36	\$4,114.36	\$0.00	\$4,114.36		\$4,114.36
1024265009	WELU INC	NM 1/5 OF CITY LOT 452	1671 CENTRAL AVE	\$171,900	\$176,014.36	\$4,114.36	\$0.00	\$4,114.36		\$4,114.36
1024265010	RIVERBANK QOF I LLC	M 1/5 OF CITY LOT 452	1643 CENTRAL AVE	\$110,700	\$114,814.36	\$4,114.36	\$0.00	\$4,114.36		\$4,114.36
1024265011	TEPLY, DANIEL F JR & RUTH A	N 1/2 - SM 1/5 OF CITY LOT 452	1633 CENTRAL AVE	\$140,000	\$142,016.84	\$2,016.84	\$0.00	\$2,016.84	\$1,265.00	\$3,281.84
1024265012	SHARPI PROPERTIES LLC	N 20' OF S 1/5 OF CITY LOT 452 & S 25'6" OF SM 1/5 OF CITY LOT 452	1627 CENTRAL AVE	\$67,500	\$70,871.05	\$3,371.05		\$3,371.05		\$3,371.05
1024265013	YAGER PROPERTIES LLC	S 31.2' OF S 1/5 OF CITY LOT 45	1603 CENTRAL AVE	155,800.00	\$158,300.88	\$2,500.88	\$0.00	\$2,500.88		\$2,500.88
TOTALS =								\$39,697.43	\$1,265.00	\$40,962.43

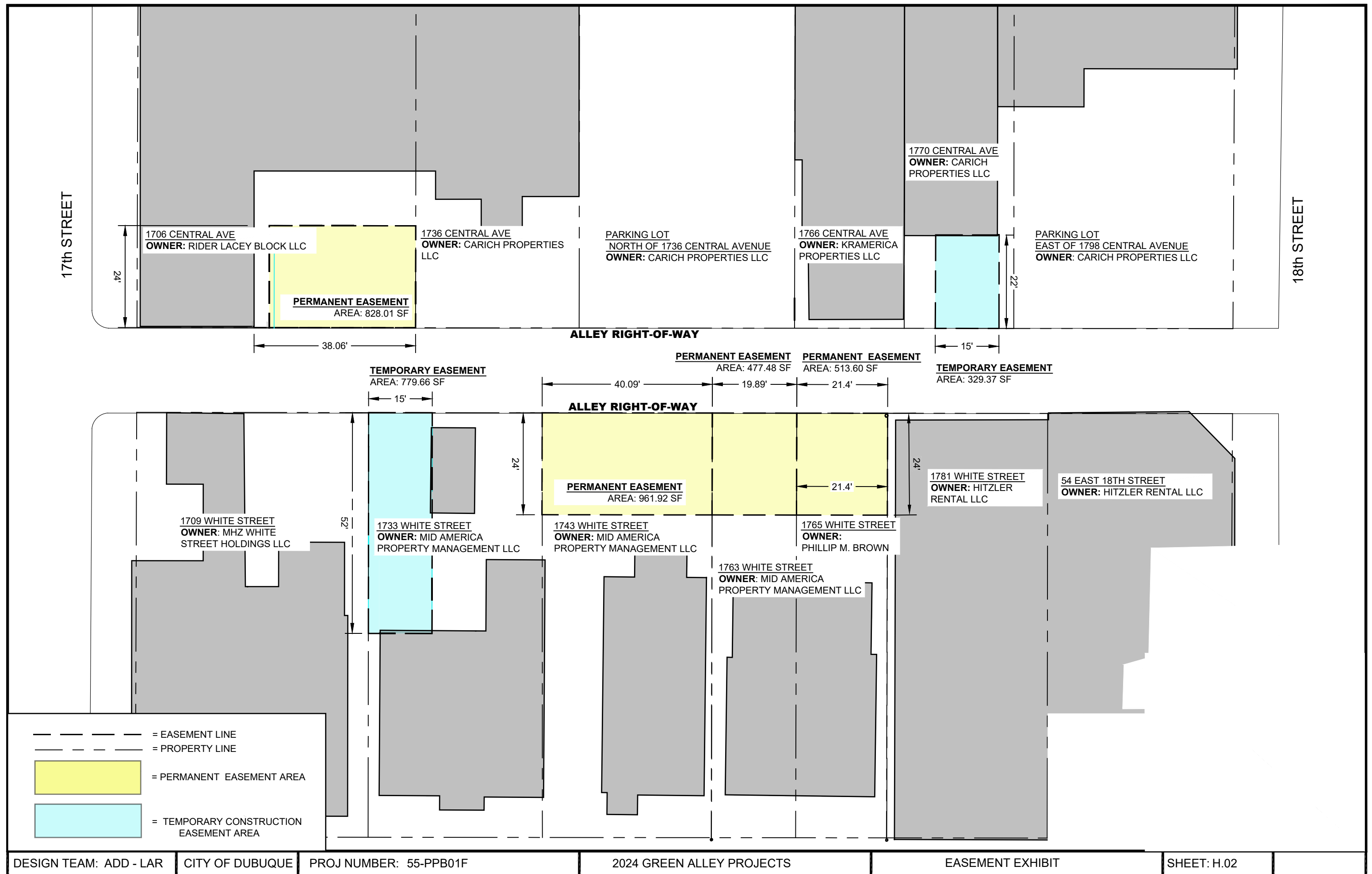
CITY OF DUBUQUE, IOWA
Alley between White Street and Central Avenue from 17th to 18th Streets
PRELIMINARY SCHEDULE OF VALUATION AND PROPOSED ASSESSMENTS
DATE: 9-30-2024

The following schedule is hereby determined to show each lot proposed to be assessed for the improvement shown in the title together with the amount proposed to be assessed against each lot and the valuations shown opposite each lot are hereby fixed as the true valuations of such lots by the City Council of the City of Dubuque.

public pvmt and
private water &
sewer total

ALLEY BETWEEN CENTRAL AVENUE AND WHITE STREET FROM 17TH to 18TH STREET										
PARCEL NUMBER	PROPERTY OWNER NAME	LOT DESCRIPTION	STREET ADDRESS	NET ASSESSED VALUATION	VALUATION WITH IMPROVEMENT	NET PAVING IMPROVEMENT COST	NET PAVING IMPROVEMENT DEFICIENCY	TOTAL PUBLIC IMPROVEMENT COST	WATER SERVICE PRIVATE COST	TOTAL ASSESSMENT
1024261003	CARICH PROPERTIES LLC	E 33' E 60' N 1/5 OF CITY LOT 440	CENTRAL AVENUE	\$14,500	\$18,614.36	\$4,114.36	\$0.00	\$4,114.36		\$4,114.36
1024261004	CARICH PROPERTIES LLC	N 1/2 N M 1/5 OF CITY LOT 440	1770 CENTRAL AVE	\$83,200	\$85,216.84	\$2,016.84	\$0.00	\$2,016.84	\$3,921.50	\$5,938.34
1024261005	KRAMERICA PROPERTIES LLC	S 1/2 NM 1/5 OF CITY LOT 440	1766 CENTRAL AVE	\$145,700	\$147,716.84	\$2,016.84	\$0.00	\$2,016.84		\$2,016.84
1024261006	CARICH PROPERTIES LLC	M 1/5 OF CITY LOT 440	CENTRAL AVENUE	\$44,800	\$48,914.36	\$4,114.36	\$0.00	\$4,114.36		\$4,114.36
1024261007	CARICH PROPERTIES LLC	N 37' 2.5" SM 1/5 OF CITY LOT 440 & N 2" S14'2" SM 1/5 OF CITY LOT 440	1736 CENTRAL AVE	\$245,800	\$248,784.93	\$2,984.93	\$0.00	\$2,984.93		\$2,984.93
1024261008	DUBUQUE INITIATIVES 1700 LLC	S 14' OF S 14'2" OF SM 1/5 CITY LOT 440 & S 1/5 CITY LOT 440	1706 CENTRAL AVENUE	\$146,300	\$151,543.79	\$5,243.79	\$0.00	\$5,243.79	\$4,648.88	\$9,892.66
1024261009	HITZLER RENTAL LLC	N 43.2' N1/5 OF CITY LOT 435	54 E 18TH ST	\$177,600	\$181,068.97	\$3,468.97	\$0.00	\$3,468.97		\$3,468.97
1024261010	HITZLER RENTAL LLC	LOT 1 NM 1/5 & S 8' N 1/5 OF CITY LOT 435	1781 WHITE ST	\$116,200	\$119,265.60	\$3,065.60	\$0.00	\$3,065.60	\$1,265.00	\$4,330.60
1024261011	BROWN, PHILLIP M	LOT 1-2 OF NM 1/5 OF CITY LOT 435	1765 WHITE ST	\$41,300	\$42,873.16	\$1,573.16	\$0.00	\$1,573.16		\$1,573.16
1024261012	MID-AMERICA PROPERTY MANAGEMENT LLC	LOT 2-2 OF NM 1/5 OF CITY LOT 435 & N 19.2' OF M 1/5 OF CITY LOT 435	1763 WHITE ST	\$64,900	\$66,398.24	\$1,498.24	\$0.00	\$1,498.24		\$1,498.24
1024261013	MID-AMERICA PROPERTY MANAGEMENT LLC	N 8'1" OF SM 1/5 OF CITY LOT 435 & S 32' M 1/5 OF CITY LOT 435	1743 WHITE ST	\$50,800	\$53,796.49	\$2,996.49	\$0.00	\$2,996.49		\$2,996.49
1024261014	MID-AMERICA PROPERTY MANAGEMENT LLC	N 40'1"-S43'1" CITY LOT 435	1733 WHITE ST	\$82,300	\$85,296.49	\$2,996.49	\$0.00	\$2,996.49	\$7,590.00	\$10,586.49
1024261015	MZH WHITE STREET HOLDINGS LLC	S 24'-S 1/5, N 27' 2"-S 1/5 & S 3'-SM 1/5 ALL OF CITY LOT 435	1709 WHITE ST	\$298,600	\$302,645.26	\$4,045.26	\$0.00	\$4,045.26		\$4,045.26
TOTALS =								\$40,135.32	\$17,425.38	\$57,560.70





Lot	Depth	% Value	Front	Units
1610 Iowa Street	10	25	20	500
Owner: GRD FUND ONE LLC	20	16	20	320
R	30	13	20	260
1024265007	40	10	20	200
S 20' OF S 1/5 OF CITY LOT 453	50	8.5	20	170
\$ 76,000.00				0
				0
			TOTAL	1450

Lot	Depth	% Value	Front	Units
1603 Central Avenue	10	25	31	775
Owner: YAGER PROPERTIES LLC	20	16	31	496
C	30	13	31	403
1024265013	40	10	31	310
S 31.2' OF S 1/5 OF CITY LOT 452	50	8.5	31	263.5
\$ 155,800.00				0
				0
			TOTAL	2247.5

Lot	Depth	% Value	Front	Units
1614 Iowa Street	10	25	31	775
Owner: SMITH, JAY G	20	16	31	496
R	30	13	31	403
1024265006	40	10	31	310
N 31.2' - S 1/5 OF CITY LOT 453	50	8.5	31	263.5
\$ 81,600.00				0
				0
			TOTAL	2247.5

Lot	Depth	% Value	Front	Units
1627 Central Avenue	10	25	45	1125
Owner: SHARPI PROPERTIES LLC	20	16	45	720
R	30	13	45	585
1024265012	40	10	45	450
N 20' OF S 1/5 OF CITY LOT 452 & S 25'6" OF SM 1/5 OF CITY LOT 452	50	8.5	45	382.5
\$ 67,500.00				0
				0
			TOTAL	3262.5

Lot	Depth	% Value	Front	Units
1638 Iowa Street	10	25	51	1275
Owner: JRANDALL PROPERTIES LLC	20	16	51	816
R	30	13	51	663
1024265005	40	10	51	510
SM 1/5 OF CITY LOT 453	50	8.5	51	433.5
\$ 76,700.00				0
				0
			TOTAL	3697.5

Lot	Depth	% Value	Front	Units
1633 Central Avenue	10	25	25	625
Owner: TEPLY, DANIEL F JR & RUTH A	20	16	25	400
C	30	13	25	325
1024265011	40	10	25	250
N 1/2 - SM 1/5 OF CITY LOT 452	50	8.5	25	212.5
\$ 140,000.00				0
				0
			TOTAL	1812.5

Lot	Depth	% Value	Front	Units
1658 Iowa Street	10	25	49	1225
Owner: THEN, RONALD & BARBARA JOINT REVOCABLE TRUST	20	16	49	784
R	30	13	49	637
1024265004	40	10	49	490
S 49.655'-M 1/5 OF CITY LOT 453	50	8.5	49	416.5
\$ 158,100.00				0
				0
			TOTAL	3552.5

Lot	Depth	% Value	Front	Units
1643 Central Avenue	10	25	51	1275
Owner: RIVERBANK QOF I LLC	20	16	51	816
C	30	13	51	663
1024265010	40	10	51	510
M 1/5 OF CITY LOT 452	50	8.5	51	433.5
\$ 110,700.00				0
				0
			TOTAL	3697.5

Lot	Depth	% Value	Front	Units
1670 Iowa Street	10	25	27	675
Owner: STRUCK, STEPHEN C & KATHRYN D	20	16	27	432
R	30	13	27	351
1024265003	40	10	27	270
S 1/2 OF NM 1/5 OF CITY LOT 453 & N 1.545' OF M 1/5 CITY LOT 453	50	8.5	27	229.5
\$ 91,000.00				0
				0
			TOTAL	1957.5

Lot	Depth	% Value	Front	Units
1671 Central Avenue	10	25	51	1275
Owner: WELU INC	20	16	51	816
C	30	13	51	663
1024265009	40	10	51	510
NM 1/5 OF CITY LOT 452	50	8.5	51	433.5
\$ 171,900.00				0
				0
			TOTAL	3697.5

Lot	Depth	% Value	Front	Units
1678 Iowa Street	10	25	25	625

Lot	Depth	% Value	Front	Units
1671 Central Avenue	10	25	51	1275

Owner: FIRST PRESBYTERIAN CHURCH	20	16	25	400
R	30	13	25	325
1024265002	40	10	25	250
N1/2 NM 1/5 OF CITY LOT 453	50	8.5	25	212.5
\$ 136,100.00				0
				0
			TOTAL	1812.5

Lot	Depth	% Value	Front	Units
1684 Iowa Street	10	25	51	1275
Owner: FIRST PRESBYTERIAN CHURCH	20	16	51	816
C	30	13	51	663
1024265001	40	10	51	510
N 1/5 OF CITY LOT 453	50	8.5	51	433.5
\$ 456,700.00				0
				0
			TOTAL	3697.5

Owner: WELU INC	20	16	51	816
C	30	13	51	663
1024265008	40	10	51	510
N 1/5 OF CITY LOT 452	50	8.5	51	433.5
\$ 31,820.00				0
				0
			TOTAL	3697.5

SRF Green Alleys - 2nd Year
2013

Assessment Units for 17th to 18th Street Alley

Lot	Depth	% Value	Front	Units
1706 Central Avenue	10	25	65	1625
Owner: Dubuque Initiatives 1700 LLC	20	16	65	1040
C	30	13	65	845
1024261008	40	10	65	650
S 14' OF S 14'2" OF SM 1/5 CITY LOT 440 & S 1/5 CITY LOT 440	50	8.5	65	552.5
\$ 146,300.00				0
				0
			TOTAL	4712.5

Lot	Depth	% Value	Front	Units
1709 White Street	10	25	54	1350
Owner: MZH WHITE STREET HOLDINGS LLC	20	16	54	864
R	30	13	54	702
1024261015	40	10	54	540
S 24'-S 1/5, N 27' 2"-S 1/5 & S 3'-SM 1/5 ALL OF CITY LOT 435	50	8.5	54	459
\$ 298,600.00				0
				0
			TOTAL	3915

Lot	Depth	% Value	Front	Units
1736 Central Avenue	10	25	37	925
Owner: Carich Properties LLC	20	16	37	592
C	30	13	37	481
1024261007	40	10	37	370
N 37' 2.5" SM 1/5 OF CITY LOT 440 & N 2' S14'2" SM 1/5 OF CITY LOT 440	50	8.5	37	314.5
\$ 245,800.00				0
				0
			TOTAL	2682.5

Lot	Depth	% Value	Front	Units
1733 White Street	10	25	40	1000
Owner: MID AMERICA PROPERTY MANAGEMENT LLC	20	16	40	640
R	30	13	40	520
1024261014	40	10	40	400
N 40'1"-S43'1" CITY LOT 435	50	8.5	40	340
\$ 82,300.00				0
				0
			TOTAL	2900

Lot	Depth	% Value	Front	Units
Parking Lot	10	25	51	1275
Owner: Carich Properties LLC	20	16	51	816
C	30	13	51	663
1024261006	40	10	51	510
M 1/5 OF CITY LOT 440	50	8.5	51	433.5
\$ 44,800.00				0
				0
			TOTAL	3697.5

Lot	Depth	% Value	Front	Units
1743 White Street	10	25	40	1000
Owner: MID AMERICA PROPERTY MANAGEMENT LLC	20	16	40	640
R	30	13	40	520
1024261013	40	10	40	400
N 8'1" OF SM 1/5 OF CITY LOT 435 & S 32' M 1/5 OF CITY LOT 435	50	8.5	40	340
\$ 50,800.00				0
				0
			TOTAL	2900

Lot	Depth	% Value	Front	Units
1766 Central Avenue	10	25	25	625
Owner: KRAMERICA PROPERTIES LLC	20	16	25	400
C	30	13	25	325
1024261005	40	10	25	250
S 1/2 NM 1/5 OF CITY LOT 440	50	8.5	25	212.5
\$ 145,700.00				0
				0
			TOTAL	1812.5

Lot	Depth	% Value	Front	Units
1763 White Street	10	25	20	500
Owner: MID AMERICA PROPERTY MANAGEMENT LLC	20	16	20	320
R	30	13	20	260
1024261012	40	10	20	200
LOT 2-2 OF NM 1/5 OF CITY LOT 435 & N 19.2' OF M 1/5 OF CITY LOT 435	50	8.5	20	170
\$ 64,900.00				0
				0
			TOTAL	1450

Lot	Depth	% Value	Front	Units
1770 Central Avenue	10	25	25	625
Owner: CARICH PROPERTIES LLC	20	16	25	400
C	30	13	25	325
1024261004	40	10	25	250
N 1/2 N M 1/5 OF CITY LOT 440	50	8.5	25	212.5
\$ 83,200.00				0
				0

Lot	Depth	% Value	Front	Units
1765 White Street	10	25	21	525
Owner: BROWN, PHILLIP M	20	16	21	336
R	30	13	21	273
1024261011	40	10	21	210
LOT 1-2 OF NM 1/5 OF CITY LOT 435	50	8.5	21	178.5
\$ 41,300.00				0
				0

SRF Green Alleys - 2nd Year
2013

			TOTAL	1812.5

Lot	Depth	% Value	Front	Units
1798 Central Avenue	10	25	51	1275
Owner: CARICH PROPERTIES LLC	20	16	51	816
C	30	13	51	663
1024261003	40	10	51	510
E 33' E 60' N 1/5 OF CITY LOT 440	50	8.5	51	433.5
\$ 14,500.00				0
				0
			TOTAL	3697.5

			TOTAL	1522.5

Lot	Depth	% Value	Front	Units
1781 White Street	10	25	38	950
Owner: HITZLER RENTAL LLC	20	16	38	608
C	30	13	38	494
1024261010	40	10	38	380
LOT 1 NM 1/5 & S 8' N 1/5 OF CITY LOT 435	50	8.5	38	323
\$ 116,200.00				0
				0
			TOTAL	2755

Lot	Depth	% Value	Front	Units
54 E. 18th Street	10	25	43	1075
Owner: HITZLER RENTAL LLC	20	16	43	688
C	30	13	43	559
1024261009	40	10	43	430
N 43.2' N1/5 OF CITY LOT 435	50	8.5	43	365.5
\$ 177,600.00				0
				0
			TOTAL	3117.5

Assessment Units for 15th to 16th Street Alley

Lot	Depth	% Value	Front	Units
35 W. 15th Street	10	25	88	2200
Owner: MANSA PROPERTY GROUP LLC	20	16	88	1408
R				0
1024403009				0
E 22'-S 88.4'-E 1/2-S 2/5 OF CITY LOT 454				0
\$ 73,100.00				0
				0
			TOTAL	3608

Lot	Depth	% Value	Front	Units
25 W. 15th Street	10	25	51	1275
Owner: WATSON, JOSEPH P & CONNOR J	20	16	51	816
R	30	13	51	663
1024403017	36	6.3	51	321.3
LOT 1 OF WINNER PLACE				0
\$ 123,800.00				0
				0
			TOTAL	3075.3

Lot	Depth	% Value	Front	Units
1560 Iowa Street	10	25	65	1625
Owner: Carich Properties LLC	20	16	65	1040
R	30	13	65	845
1024403004	40	10	65	650
M 1/5 OF CITY LOT 454; & N 12' & S 2'-N 14' BOTH OF E 1/2 OF S 2/5 OF CITY LOT 454	50	8.5	65	552.5
\$ 401,700.00				0
				0
			TOTAL	4712.5

Lot	Depth	% Value	Front	Units
1527 Central Avenue	10	25	51	1275
Owner: CORRIDORDBQ LLC	20	16	51	816
C	30	13	51	663
1024403015	40	10	51	510
SM 1/5 OF CITY LOT 451	50	8.5	51	433.5
\$ 139,300.00				0
				0
			TOTAL	3697.5

Lot	Depth	% Value	Front	Units
1572 Iowa Street	10	25	25	625
Owner: RAMIREZ, EMILIANO	20	16	25	400
R	30	13	25	325
1024403020	40	10	25	250
LOT 2 IOWA STREET PLACE	50	8.5	25	212.5
\$ 51,900.00				0
				0
			TOTAL	1812.5

Lot	Depth	% Value	Front	Units
1743 Central Avenue	10	25	28	700
Owner: RUBIO, ELIGIO	20	16	28	448
C	30	13	28	364
1024403014	40	10	28	280
S 28' OF M 1/5 OF CITY LOT 451	50	8.5	28	238
\$ 113,200.00				0
				0
			TOTAL	2030

Lot	Depth	% Value	Front	Units
1578 Iowa Street	10	25	26	650
Owner: RAMIREZ, EMILIANO & MARIA N	20	16	26	416
R	30	13	26	338
1024403019	40	10	26	260
LOT 1 IOWA STREET PLACE	50	8.5	26	221
\$ 50,600.00				0
				0
			TOTAL	1885

Lot	Depth	% Value	Front	Units
1555 Central Avenue	10	25	23	575
Owner: SPECHT, TIMOTHY L	20	16	23	368
C	30	13	23	299
1024403013	40	10	23	230
N 23.2' OF M 1/5 OF CITY LOT 451	50	8.5	23	195.5
\$ 53,800.00				0
				0
			TOTAL	1667.5

Lot	Depth	% Value	Front	Units
1592 White Street	10	25	25	625
Owner: HIGH PERFORMANCE PROPERTIES LLC	20	16	25	400
R	30	13	25	325
1024403002	40	10	25	250
S 1/2 OF N 1/5 OF CITY LOT 454	50	8.5	25	212.5
\$ 101,400.00				0
				0
			TOTAL	1812.5

Lot	Depth	% Value	Front	Units
1585 Central Avenue	10	25	76	1900
Owner: VOICESDBQ LLC	20	16	76	1216
C	30	13	76	988
1024403021	40	10	76	760
LOT 1 VOICES DUBUQUE PLACE	50	8.5	76	646
\$ 180,900.00				0
				0
			TOTAL	5510

Lot	Depth	% Value	Front	Units
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Lot	Depth	% Value	Front	Units
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1596 Iowa Street	10	25	25	625
Owner: CONRAD JR, RON	20	16	25	400
R	30	13	25	325
1024403001	40	10	25	250
N 1/2 OF N 1/5 OF CITY LOT 454	50	8.5	25	212.5
\$ 89,400.00				0
				0
			TOTAL	1812.5

1599 Central Avenue	10	25	25	625
Owner: SANCHEZ, CARISSA	20	16	25	400
C	30	13	25	325
1024403010	40	10	25	250
N 1/2 OF N 1/5 OF CITY LOT 451	50	8.5	25	212.5
\$ 76,600.00				0
				0
			TOTAL	1812.5

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE:

Boards and Commission Application Review

SUMMARY:

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

Resilient Community Advisory Commission

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

Applicant:

- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)

Applicant:

- Troy Froistad, 477 West 3rd St.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. 10-7-24 Overview Sheet
2. Resilient Community Advisory Commission Applicant
3. Zoning Advisory Commission Applicant
4. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, October 7, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Resilient Community Advisory Commission

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

Applicant:

- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)

Applicant:

- Troy Froistad, 477 West 3rd St.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Expired term of Jacobs)

Applicant:

- Danielle Jacobs, 3130 Shiras Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena)

One, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard)

Applicants:

- Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At Large)
- Julie Woodyard, 1950 Coates St. Qualities for At- Large)

CHAPTER 6

RESILIENT COMMUNITY ADVISORY COMMISSION

SECTION:

2-6-1: Commission Created

2-6-2: Purpose

2-6-3: Internal Organization And Rules

2-6-4: Procedures For Operation

2-6-5: Membership

2-6-6: Oath

2-6-7: Terms

2-6-8: Vacancies

2-6-9: Officers/Organization

2-6-10: Meetings

2-6-11: Compensation

2-6-12: Removal

2-6-13: Powers

2-6-1: COMMISSION CREATED:

There is hereby created the resilient community advisory commission. (Ord. 32-16, 7-5-2016)

2-6-2: PURPOSE:

The purpose of the commission is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental well being of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement; and to create a viable, livable and equitable community. (Ord. 32-16, 7-5-2016)

2-6-3: 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. 32-16, 7-5-2016)

2-6-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 32-16, 7-5-2016)

2-6-5: MEMBERSHIP:

- A. Composition: The commission comprises nine (9) residents of the city, appointed by the city council.
- B. Qualifications: Efforts should be taken to balance the composition of the commission as follows:
 1. Members must be able to think systemically and analyze data in order to meet the stated purpose of the commission.
 2. Members' interest and/or expertise must represent the three (3) pillars of the sustainable Dubuque model: economic prosperity, environmental integrity, and social/cultural vibrancy.
 3. Members should represent a wide range of sectors within the community, including business, neighborhoods, nonprofit, and educational institutions.
 4. Three (3) or more members should also hold positions on one of the following commissions: arts and cultural advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, parks and recreation advisory commission, transit advisory commission, and/or zoning advisory commission.
 5. Members should represent the socioeconomic, geographic, and demographic diversity of the community, including youth representation. (Ord. 32-16, 7-5-2016)

2-6-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 32-16, 7-5-2016)

2-6-7: TERMS:

The initial terms shall be as follows:

- A. Two (2) at large members appointed until July 1, 2018;

B. Two (2) at large members appointed until July 1, 2019; and

C. Two (2) at large members appointed until July 1, 2020.

D. Three (3) cross representative members appointed until the expiration of their terms on the cross represented board or commission.

Following the initial 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 representatives appointed from the arts and cultural affairs advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, park and recreation advisory commission, transit advisory board, and/or zoning advisory commission must coincide with their terms on the resilient community advisory commission. (Ord. 1-17, 1-3-2017)

2-6-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 32-16, 7-5-2016)

2-6-9: 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 the officers for the remainder of the officer's unexpired term. (Ord. 32-16, 7-5-2016)

2-6-10: MEETINGS:

A. Regular Meetings: The commission generally 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 each meeting, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 32-16, 7-5-2016; amd. Ord. 42-21, 11-15-2021)

2-6-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies budget. (Ord. 32-16, 7-5-2016)

2-6-12: REMOVAL:

Except as provided in subsection 2-6-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 32-16, 7-5-2016)

2-6-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review research and data in order to provide input on reidentification, prevention, and plans for potential economic, environmental, and social/cultural vulnerabilities.

B. To review plans for long term prevention, preparedness, and recovery efforts.

C. To review policy and program recommendations to the city council in order to influence resilient outcomes for the community.

D. To provide comment to the city council on the allocation of budgeted city funding to achieve adopted resiliency goals.

E. To educate and engage the public on commission priorities.

F. To provide input on and review strategies to address identified vulnerabilities in collaboration with city staff, other city commissions and community partners.

G. To review and make recommendations regarding sustainable Dubuque community grant allocations.

H. To respect the policy making authority of the city council, the city manager's responsibilities to implement the goals and priorities the council establishes (council manager form of government) and the responsibility of city staff to report to the city manager.

I. To ensure coordination and communication with other commissions. (Ord. 32-16, 7-5-2016)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gina Bell](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/26/2024 9:38:53 AM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Resilient Community Advisory Commission

Please identify which required criteria you possess to qualify for the Resilient Community Advisory Commission	Interest and/or expertise in economic prosperity, Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data
--	--

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Rachel Schmidt Boeke

Please enter the RAY-chul shmit BOH-key

best way to
pronounce your
name below:

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Website, City Life or another City of Dubuque Program

If other, please specify: *Field not completed.*

Gender (choose all that apply) Woman

If trans or transgender please specify: *Field not completed.*

If another identity please specify: *Field not completed.*

Street Address: 1241 Jackson St.
PLEASE NOTE:
you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone Number: 515-451-2291

Email Address(es): rtsboeke@gmail.com

Place of Employment: Dubuque Rescue Mission

Business Phone Number: 563-583-1394 x107

Job Title/ Duties: Program Manager: grant writing; internal and external partnership building; strategic planning; program development

Please list your experience, skills and or education that have prepared you for service on this board/commission:	I have had direct involvement in resilient land management through my previous Rescue Mission position as Garden Manager; my work with the Honor Native Land Fund; my own organic urban farm; and my tenure as chair of the Catfish Creek Watershed Management Authority. I also have broad experience working directly with urban community members through my current Rescue Mission position, my previous position at Carnegie-Stout Public Library, and other various paid and volunteer work.
What contributions can you make or state reason for applying?	Over the 11 years I have lived in Dubuque, I've developed a wide array of relationships in the community through various projects. A primary focus of all of my work is resiliency; I view this as the most important value of the City and would be honored to participate in its implementation through this commission.
Describe your experience working in diverse environments:	I have held a variety of types of positions, from higher education to alternative education; office work to field labor to direct service; at establishments from nonprofit to government to food service. Much of this work has been directly focused on marginalized communities and I have worked both in collaboration with and in service of people of varied nationalities, socioeconomic status, race, and education level.
Describe your experience engaging other community members to gather their input and opinions:	A few examples: I led English as a Second Language (ESL) conversation classes with international workers and their families, which was in a collaborative format focused not only on language practice, but also on connecting immigrants to one another and to the wider community in ways most useful to them. I managed the Dubuque Rescue Mission Garden in collaboration with homeless residents of the Mission shelter and volunteers, focusing the plan each year (and day) on the needs and interest of that community. I helped establish the Honor Native Land Fund's partnership with the Great Plains Action Society, which allowed us to take direction from and direct our resources to this native-women-led organization.
List two references: (Include their name and phone number)	Will Pearsall, Dubuque Rescue Mission Resident Manager: 563-564-3305 Willie O'Brien, Water & Resource Recovery Center Plant Manager: 563-581-8707
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or	Yes

Committee
before?

If yes, which? Catfish Creek Watershed Management Authority

Have you
participated in the
City Life
program?

Yes

If so, when? 2015

Have you
participated in the
Intercultural
Competency
Program offered
through the City
of Dubuque or
other
organizations?

Yes

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

City of Dubuque, 2018, then became a facilitator for that program.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

Rachel Schmidt Boeke

Date: 9/26/24

Email not displaying correctly? [View it in your browser.](#)

CHAPTER 9

ZONING ADVISORY COMMISSION APPLICATIONS AND PROCEDURES

SECTION:

16-9-1: Zoning Advisory Commission

16-9-2: General Powers

16-9-3: Organization, Meetings

16-9-4: Procedures Of Operation

16-9-5: Zoning Reclassification

16-9-5-1: Application Requirements

16-9-5-2: Zoning Advisory Commission Action

16-9-5-3: City Council Action

16-9-6: Text Amendment Procedure

16-9-6-1: Text Amendment

16-9-6-2: Application Requirements

16-9-6-3: Zoning Advisory Commission Action

16-9-6-4: City Council Action

16-9-7: Public Hearings

16-9-8: Notice Of Zoning Advisory Commission Hearings

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. Age Restriction: Residents must be eighteen (18) years of age or older.

3. 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 appointed to serve on the airport zoning advisory commission, with city council approval.

4. Compliance With Iowa Code: Membership on the commission must comply with the provisions of Iowa Code section 69.16A, relating to gender balance. No person can be appointed or reappointed to the commission if that appointment or reappointment would cause the number of members of one gender to be greater than one-half ($\frac{1}{2}$) of the membership of the commission plus one. If the city has made a good faith effort to appoint a qualified person to fill a vacancy on the commission for a period of three (3) months but has been unable to make a compliant appointment, the city must utilize a fair and unbiased method of selecting the best qualified applicants.

F. Oath: Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment 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 meetings of the commission must be filed with the City Council within ten (10) working days after each meeting, or by the next regularly scheduled City Council meeting, whichever is later. (Ord. 48-16, 9-19-2016)

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. (Ord. 2-19, 1-22-2019)

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: Except as provided in subsection J3a of this section, the City Council may remove any Commissioner for good cause.

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)

16-9-2: GENERAL POWERS:

A. The Zoning Advisory Commission shall concern itself with short range physical planning and shall have and possess the following powers, duties and responsibilities:

1. To prepare and recommend a zoning ordinance by exercising the powers conferred by State law. Such zoning ordinance shall 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 Zoning Advisory Commission shall prepare a preliminary zoning ordinance and hold public hearings thereon and after such hearings have been held, shall 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 Zoning Advisory 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.

7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.

B. The City Council shall have the authority to establish or revise the priorities of the commission. (Ord. 52-09, 10-19-2009)

16-9-3: ORGANIZATION, MEETINGS:

A. The Zoning Advisory Commission shall choose annually, at its first regular meeting of the fiscal year, one of its members to act as Chairperson, and another of its members to act as Vice Chairperson, to perform all of the duties of the Chairperson during the Chairperson's absence or disability. The commission shall adopt such rules and regulations governing its operation and procedure as may be deemed necessary.

B. Meetings of the Zoning Advisory Commission shall be held the first Wednesday of the month or at the call of the Chairperson and at such other times as the commission may determine.

C. Members of the Zoning Advisory Commission shall attend at least two-thirds ($\frac{2}{3}$) of all regularly scheduled meetings within any twelve (12) month period. If any member fails to attend such prescribed number of meetings, such failure shall constitute grounds for the commission to recommend to the City Council that said member be replaced. Attendance of all members shall be entered on the minutes.

D. All meetings shall be held in conformance with the provisions of the Iowa Open Meetings Law.

E. The Zoning Advisory Commission shall file with the City Clerk a copy of the minutes of each regular and special meeting of the commission within ten (10) working days after each such meeting. (Ord. 52-09, 10-19-2009)

16-9-4: PROCEDURES OF OPERATION:

All administrative, personnel, accounting, budgetary and procurement policies of the City shall govern the Zoning Advisory Commission in all its operations, except as herein provided. (Ord. 52-09, 10-19-2009)

16-9-5: ZONING RECLASSIFICATION:

A. The City Council finds that the reclassification of property is a sensitive and important legislative function which, in the interest of maintaining uniform zoning policies and the integrity of the comprehensive plan, should only be exercised sparingly and under proper conditions. For this reason, and because the original zoning district boundaries under this title are presumed to be correct and appropriate, it shall hereafter be the policy of the City to reclassify property only where a clear showing has been made that the original classification was a mistake or that circumstances and conditions affecting the property in question have so materially changed so as to demand reclassification in the public interest.

B. The reclassification procedures outlined herein should not be confused with, or used in place of, the amendment process or the variance process. Thus, the Council intends that reclassification of property should not be entertained where: 1) an alleged hardship peculiar to the property is claimed, which is more properly the subject of a variance request; or 2) it is alleged that the provisions themselves as applied to similar properties are unreasonable, which is more properly the subject of a text amendment proposal. In all cases, the burden shall be upon the person(s) seeking reclassification to demonstrate that the requested reclassification is more appropriate than the present classification, in light of the characteristics of the property and the public welfare.

C. Furthermore, it is contemplated under this title that the Long Range Planning Advisory Commission is, in the first instance, the body responsible for the formulation and continuing review of the comprehensive plan, as expressed herein, and this commission shall be charged with the duty of periodically reviewing the policies and provisions of this title in light of its purposes and changing conditions, and proposing on its own initiative such district reclassifications or Code amendments as may be deemed appropriate to secure the public welfare. (Ord. 52-09, 10-19-2009)

16-9-5-1: APPLICATION REQUIREMENTS:

A. Any person may request a reclassification of property to another district, regardless of such person's interest in the property, by submitting a completed zoning reclassification application together with the required fee, to the Planning Services Department.

B. The applicant may submit a written request to withdraw the reclassification application at any time prior to final action by the City Council. (Ord. 52-09, 10-19-2009)

16-9-5-2: ZONING ADVISORY COMMISSION ACTION:

A. The Zoning Advisory Commission shall consider a reclassification request at a public hearing. Following the public hearing, the Zoning Advisory Commission shall act to recommend approval or denial of the request or table the request. (Ord. 52-09, 10-19-2009)

B. The recommendation of the commission shall forthwith be transmitted to the Council for its action. (Ord. 2-19, 1-22-2019)

16-9-5-3: CITY COUNCIL ACTION:

A. Public Hearing: Following receipt of any recommendation of the commission, the City Clerk shall cause a notice to be published of the date, time and place for the City Council to hold a public hearing on the requested reclassification.

B. Adopt, Table Or Reject Request: Following the public hearing, the Council shall act to adopt, table or reject the reclassification request. In cases where the commission has recommended disapproval of the reclassification, the vote of at least three-fourths ($\frac{3}{4}$) of the Council shall be required to enact the reclassification.

C. Written Protest Against Request: Furthermore, in case of a written protest against the reclassification request which is filed with the City Clerk and signed by the owners of twenty percent (20%) or more of the area of the lots included in the request, or 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 reclassification, such request shall not be enacted except by the favorable vote of at least three-fourths ($\frac{3}{4}$) of the Council. Property owned by the City or located in the public right-of-way shall not be considered in the above calculation of twenty percent (20%) area of property ownership. (Ord. 52-09, 10-19-2009; amd. Ord. 7-11, 1-18-2011; Ord. 11-21, 4-19-2021)

16-9-6: TEXT AMENDMENT PROCEDURE:

16-9-6-1: TEXT AMENDMENT:

Text amendments are intended for wholesale changes to the zoning regulations, as a means for the City to respond to changing conditions and emerging trends in the community. Text amendments are not property specific. (Ord. 52-09, 10-19-2009)

16-9-6-2: APPLICATION REQUIREMENTS:

Any person may propose amendments to the provisions of this title by delivering a copy of the proposed amendment to the Planning Services Department. The applicant may submit a written request to withdraw the text amendment application at any time prior to final action by the City Council. (Ord. 2-19, 1-22-2019)

16-9-6-3: ZONING ADVISORY COMMISSION ACTION:

A. The Zoning Advisory Commission shall consider a text amendment request at a public hearing. Following the public hearing, the Zoning Advisory Commission shall act to recommend approval or denial of the request, or table the request.

B. The commission's recommendations shall be forthwith transmitted to the Council for its action. (Ord. 2-19, 1-22-2019)

16-9-6-4: CITY COUNCIL ACTION:

A. Following receipt of the Zoning Advisory Commission's recommendation, the City Council shall act to hold its own public hearing on the proposed amendment.

B. Following the public hearing, the Council shall adopt, table or reject the proposed amendment. In those cases where the Zoning Advisory Commission has recommended disapproval of the amendment, the affirmative vote of at least three-fourths ($\frac{3}{4}$) of the City Council shall be required to enact the amendment. (Ord. 52-09, 10-19-2009)

16-9-7: PUBLIC HEARINGS:

At all public hearings required by this title to be held by the Zoning Advisory Commission or City Council, all interested persons shall have an opportunity to express their opinions on the subject matter at hand, either in person or by agent, subject in all cases to reasonable rules of procedure. (Ord. 52-09, 10-19-2009)

16-9-8: NOTICE OF ZONING ADVISORY COMMISSION HEARINGS:

A. Notice of the time and place of all public hearings to be held by the Zoning Advisory Commission shall be published in a newspaper of general circulation in the City at least seven (7) days and not more than twenty (20) days prior to the date of the hearing.

B. A reasonable effort shall be made to notify by mail those property owners whose property is being considered for reclassification and those owners of adjacent property and other parcels within two hundred feet (200') therefrom, prior to the first public hearing in which the reclassification request will be considered. Where the commission has a public hearing on a reclassification request, the commission shall direct and require verification that the applicant or their agent has taken responsible steps to give notice of the time, place, and subject of the hearing by first class mail to all property owners within two hundred feet (200') of the property for which reclassification is requested, and to the owner(s) of the property included in such request. The commission may require, at its discretion and at the applicant's expense, notification of owners of property located more than two hundred feet (200') from the subject property and of other parties with a direct interest in the reclassification requested.

C. Only one mailing shall be required in any event, and mail notice by the Council shall not be required. In all cases, however, the notice shall be mailed not less than seven (7) days and not more than twenty (20) days prior to the public hearing announced therein. (Ord. 52-09, 10-19-2009)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Shena Moon](#); [Jason Duba](#); [Wally Wernimont](#); [Matt O'Brien](#); rblosch@cityofdubque.org;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/25/2024 9:10:06 AM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Zoning Advisory Commission
Commission, or
Committee
applying for:

Name: (PLEASE Troy Froistad
NOTE: Per City
Code 1-6A-13(H)
City employees
are not eligible
for appointment
to any City
committee,
board, or
commission)

Please enter the Troy Fur-ohy-stad
best way to
pronounce your
name below:

How did you hear Through a Friend, Other:
about City of
Dubuque Boards
and
Commission?

If other, please specify:	<i>Field not completed.</i>
Gender (choose all that apply)	Man
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	477 W 3rd St
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	402-690-3397
Email Address(es):	tfroista@yahoo.com
Place of Employment:	Real-estate Owner/Operator
Business Phone Number:	402-690-3397
Job Title/ Duties:	Owner / Operator of 6 properties totaling 17 units across five states. We provide safe, affordable housing through our 5 long-term properties
Please list your experience, skills and or education that have prepared you for service on this	I hold a bachelor's degree in public administration and a master's degree in project management. I retire from the military in November 2024 with 23 years active duty and a total of 29 years of military service. Relevant responsibilities held include data analyst, operations and training officer. Responsible for coordinating military exercises from 80 to 2,000 personnel. I assisted in the coordination

board/commission:	of logistics, to include equipment, ammunition, fuel, food, and training aids for these events held across the country.
What contributions can you make or state reason for applying?	I'd like to make a difference in our community. I am specifically interested in providing safe, affordable housing to the city of Dubuque and surrounding areas. Being a part of this board will broaden my understanding of the community, what it needs most, and how to fulfill those needs in terms of housing and commerce.
Describe your experience working in diverse environments:	My wife and I own six small multi-family properties in neighboring states. We manage all aspects of these homes coordinating maintenance, advertising, leasing, and rent collection. We have a very high success rate working with tenants with mid to low income to keep them paying on time while educating them on their understanding of financial literacy. My property experience combined with the military opportunities has given me the chance to work with and develop relationships with people of all races, genders, and religious backgrounds to achieve shared goals. While deployed in Afghanistan I led teams of Afghan local nationals and Soldiers on construction projects to improve the communities and bases we occupied.
Describe your experience engaging other community members to gather their input and opinions:	As a member of a scout committee, we are all volunteers, yet we all have a voice. We make decisions on how money is spent, trips and outings the kids attend. We listen to one another's concerns then use that information to make the best decision for the betterment of the group. When engaging someone I first want to understand that person's perspective to learn what is most important to them. Each individual may be influenced in different ways. In order to fulfill their needs, one must understand their point of view. As a result of gathering information everyone has an opportunity to share their opinions and concerns, a vote is cast, and the majority rule determines the outcome. Everyone on the committee accepts the decision and we move on to the next topic.
List two references: (Include their name and phone number)	Wally Wernimont - 563-589-4210 Joey Lueck - 563-513-1060
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or	No

Committee
before?

If yes, which? *Field not completed.*

Have you
participated in the
City Life
program?

No

If so, when? *Field not completed.*

Have you
participated in the
Intercultural
Competency
Program offered
through the City
of Dubuque or
other
organizations?

No

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

Troy Froistad

Date: 09/25/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2024

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	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

Business Pro 1	Franco	Menchaca	6/30/27
In Cultural & Entertain Dist. 1	Open	Open	6/30/27
Out Cultural & Entertain Dist. 1	Thomas	Robbins	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Susan	Riedel	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	Open	Open	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	Open	Open	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Rod	Bakke	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Gerald	Hammel Jr.	2/15/27
Low/Moderate Income Rep. 3	Open	Open	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Open	Open	2/15/26

Equity and Human Rights Commission**3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2**

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Enoc	Sanchez	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	Theresa	Sampson	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION**3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.**

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	

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	Open	Open	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

INVESTMENT OVERSIGHT ADVISORY COMMISSION**3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall**

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION**3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations**

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION**3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center**

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Open	Open	7/1/27
Public Member 3	Joshua	Chamberland	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Open	Open	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD**3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION**3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..**

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Open	Open	7/1/27
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS**5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..**

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 2.

ITEM TITLE:

Boards and Commission Appointments

SUMMARY:

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

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Expired term of Jacobs)

Applicant:

- Danielle Jacobs, 3130 Shiras Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena)

One, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard)

Applicants:

- Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At Large)
- Julie Woodyard, 1950 Coates St. (Qualities for At-Large)

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. 10-7-24 Overview Sheet
2. Civic Center Advisory Commission Applicant
3. Community Development Advisory Commission Applicants
4. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, October 7, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Resilient Community Advisory Commission

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

Applicant:

- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)

Applicant:

- Troy Froistad, 477 West 3rd St.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Expired term of Jacobs)

Applicant:

- Danielle Jacobs, 3130 Shiras Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena)

One, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard)

Applicants:

- Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At Large)
- Julie Woodyard, 1950 Coates St. Qualities for At- Large)

CHAPTER 4

CIVIC CENTER ADVISORY COMMISSION

SECTION:

2-4-1: Commission Created

2-4-2: Purpose

2-4-3: Internal Organization And Rules

2-4-4: Procedures For Operation

2-4-5: Membership

2-4-6: Oath

2-4-7: Terms

2-4-8: Vacancies

2-4-9: Officers/Organization

2-4-10: Meetings

2-4-11: Compensation

2-4-12: Removal

2-4-13: Powers

2-4-14: Solicitation And Acceptance Of Donations

2-4-1: COMMISSION CREATED:

There is hereby created the civic center advisory commission. (Ord. 66-15, 10-19-2015)

2-4-2: PURPOSE:

The purpose of the commission is to advise the leisure services department, the city manager, and the city council and to make recommendations for the optimum utilization of the civic center facility by the widest possible range of users and uses to respond to community needs and demands at the least possible cost to the city. (Ord. 66-15, 10-19-2015)

2-4-3: 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. 66-15, 10-19-2015)

2-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 66-15, 10-19-2015)

2-4-5: MEMBERSHIP:

- A. The commission comprises five (5) residents of the city, appointed by the city council.
- B. Residents must be eighteen (18) years of age or older. (Ord. 66-15, 10-19-2015)

2-4-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 66-15, 10-19-2015)

2-4-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 66-15, 10-19-2015)

2-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 66-15, 10-19-2015)

2-4-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 66-15, 10-19-2015)

2-4-10: 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 each meeting, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 66-15, 10-19-2015)

2-4-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 66-15, 10-19-2015)

2-4-12: REMOVAL:

Except as provided in subsection 2-4-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 66-15, 10-19-2015)

2-4-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. Provide the city council with recommendations that further the general and specific purposes of the commission.

B. Recommend the development of financial and other resources to support the short and long term capital needs of the civic center facility and its programs.

C. Recommend programs to provide a variety of year round intellectual, cultural, enjoyable, and attractive leisure time activities which contribute to the physical and mental well being of residents and visitors.

D. Recommend programs which contribute to the economic base of the community by encouraging business use of the civic center facility.

E. Recommend schedules of fees and charges for special building services, equipment, special building features, and rental rates.

F. Recommend informational and promotional programs to secure the full support and participation of the community.

G. Recommend the annual operating budget and an ongoing capital improvements budget that provide a safe, secure, sanitary, clean, and attractive facility.

H. Recommend development of community partnerships related to tourism for optimum utilization of the civic center facility. (Ord. 66-15, 10-19-2015)

2-4-14: SOLICITATION AND ACCEPTANCE OF DONATIONS:

The commission may solicit donations and gifts of money, personal and real property, and personal services, which must be donated or gifted to the city of dubuque, for the general support of the civic center unless such donations or gifts are designated by the donor for a specific purpose. (Ord. 66-15, 10-19-2015)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); reception@fiveflagscenter.com; [Marie Ware](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/3/2024 5:55:25 PM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Civic Center Commission

Name: Danielle Jacobs

Please enter the best way to pronounce your name below: Danielle Jacobs

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: Field not completed.

Gender (choose all that apply) Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: *Field not completed.*

Street Address: 3130 Shiras Ave

PLEASE NOTE:

you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone Number: 5635884400

Email Address(es): ddbird22@gmail.com

Place of Employment: Dubuque Main Street

Business Phone Number: 5635884400

Job Title/ Duties: Executive Director - day to day operations of a community development not for profit whose mission is to improve downtown Dubuque.

Please list your experience, skills and or education that have prepared you for service on this board/commission: Red Dirt IA, Red Dirt IL, Red Dirt Music Festival, 610 Music Festival, talent buyer for 15 years, owner of 180 Management a music talent buying and festival planning business, job at Dubuque Main Street.

What contributions can you make or state reason for applying? Revenue-generating ideas, downtown partnerships, budgeting, event planning

Describe your experience I am dedicated to diversity and inclusion and join the city in it's mission to be a place for everyone.

working in
diverse
environments:

Describe your experience engaging other community members to gather their input and opinions:	Online survey's, community events, one on one interviews, planning meetings.
---	--

List two references: (Include their name and phone number)	Michelle Magee Owner Pit Stop 815-541-3473 mish.magee@hotmail.com Professional collaboration Mary Kaufman US Bank 815-238-5936 mary.kaufman9@gmail.com Friend, volunteer
---	---

Are you currently serving on other Boards, Commissions, or Committees?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you served on a Board, Commission, or Committee before?	Yes
--	-----

If yes, which?	This commission
----------------	-----------------

Have you participated in the City Life program?	No
---	----

If so, when?	<i>Field not completed.</i>
--------------	-----------------------------

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
---	----

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification):

Danielle Jacobs

Date: 09/03/2024

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ARTICLE C. COMMUNITY DEVELOPMENT ADVISORY COMMISSION

SECTION:

2-5C-1: Commission Created

2-5C-2: Purpose

2-5C-3: Internal Organization And Rules

2-5C-4: Procedures For Operation

2-5C-5: Membership

2-5C-6: Oath

2-5C-7: Terms

2-5C-8: Vacancies

2-5C-9: Officers/Organization

2-5C-10: Meetings

2-5C-11: Compensation

2-5C-12: Removal

2-5C-13: Powers

2-5C-14: Grievance Procedure; Review Standards; Appeal Process

2-5C-15: Procedures For Operations

2-5C-1: COMMISSION CREATED:

There is hereby created the Community Development Advisory Commission. (Ord. 33-19, 7-15-2019)

2-5C-2: PURPOSE:

The purpose of the commission is to provide for citizen participation in the development and evaluation of the City's Community Development Block Grant (CDBG) program. (Ord. 33-19, 7-15-2019)

2-5C-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code. (Ord. 33-19, 7-15-2019)

2-5C-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations. (Ord. 33-19, 7-15-2019)

2-5C-5: MEMBERSHIP:

- A. Composition: The commission comprises nine (9) residents of the City, appointed by the City Council.
- B. Age Requirement: Residents must be eighteen (18) years of age or older.
- C. Qualifications:
 1. Four (4) members must be residents of census tracts and block groups where at least fifty one percent (51%) of the residents are low/moderate income persons as determined by the United States Department of Commerce, Bureau of the Census.
 2. Four (4) members must be residents of the community at-large.
 3. One member must be appointed by and from the membership of the Housing Commission, with approval from the City Council. (Ord. 33-19, 7-15-2019)

2-5C-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the City Clerk's Office any time prior to the first meeting of the commission. (Ord. 33-19, 7-15-2019)

2-5C-7: TERMS:

The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified, provided, however, that the term of the cross-representative appointee from the City of Dubuque Housing Commission must coincide with their term on the Housing Commission. (Ord. 33-19, 7-15-2019)

2-5C-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 33-19, 7-15-2019)

2-5C-9: OFFICERS/ORGANIZATION:

The Commissioners must choose annually a Chairperson and Vice- Chairperson, each to serve a term of one year. The Chairperson

must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 33-19, 7-15-2019)

2-5C-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
- D. Attendance:
 - 1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after each meeting, or by the next regularly scheduled City Council meeting, whichever is later.
- F. Quorum: Five (5) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 33-19, 7-15-2019)

2-5C-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget. (Ord. 33-19, 7-15-2019)

2-5C-12: REMOVAL:

Except as provided in subsection 2-5C-10D1 of this article, the City Council may remove any Commissioner for good cause. (Ord. 33-19, 7-15-2019)

2-5C-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To conduct public hearings in accordance with the minimum standards established in the CDBG program's Citizen Participation Plan to ensure meaningful citizen input in the planning, implementation, and assessment of the CDBG program;
- B. To provide for and encourage the participation of low/moderate income persons who reside in designated areas of slum and blight and residents of low/moderate income neighborhoods, as defined by the City Council, in the planning, implementation, and assessment of the CDBG program;
- C. To identify community development needs, particularly the needs of persons of low/moderate income;
- D. To serve in an advisory role upon the request of the City Council in policy decisions regarding funding priorities and program development and implementation;
- E. To monitor and evaluate program activities to advise whether identified community development objectives have been met;
- F. To undertake public information efforts to educate the citizenry of the availability of CDBG funded programs and to provide for a greater understanding of the City's community development efforts;
- G. To assist in the preparation of the statement of community development objectives, assess needs, priorities, and projected use of funds, amendments thereto, and required reports, including but not limited to, the Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and the five-year Consolidated Plan;
- H. To serve in an advisory role to the City Manager in the review of complaints and grievances received in accordance with the procedures established in this Code; and,
- I. To support, upon request, the efforts of the City Council and other City commissions in the assessment of the general development needs of the community. (Ord. 33-19, 7-15-2019)

2-5C-14: GRIEVANCE PROCEDURE; REVIEW STANDARDS; APPEAL PROCESS:

The grievance procedure for the CDBG program is as follows:

- A. Any aggrieved person may file a grievance with the City Manager.
- B. Grievances must contain a concise statement of the grievance and an explanation of the action desired.
- C. The City Manager must forward the grievance to the commission within seven (7) business days of its receipt.
- D. The commission, within fifteen (15) working days of the receipt of the grievance, must set a time for a hearing. The complainant must be notified in writing of the time and place of the hearing. If a grievance is resolved prior to the date of the hearing, the aggrieved party must request in writing that the grievance be withdrawn.
- E. The commission must conduct a hearing to review the grievance. The grievant may appear in person, by agent, or by attorney. All persons wishing to appear before the commission have an opportunity to be heard regarding the grievance. Minutes must be kept of the proceedings of the hearing.
- F. The commission must forward its recommendation, in writing, to the City Manager within ten (10) business days following the

hearing.

G. The City Manager must receive and review the recommendation of the commission and respond to the grievant within ten (10) business days of the receipt of the recommendation. The commission must be advised of the action of the City Manager.

H. The recommendations of the commission must comply with the regulations established by the U.S. Department of Housing and Urban Development for the CDBG program under title I of the Housing and Community Development Act of 1974 and this Code.

I. If the grievant is unsatisfied with the response of the City Manager, an appeal may be filed with the City Clerk. The appeal must be forwarded by the City Clerk to the City Council. The City Council may, at its discretion, hold a hearing to consider the concerns of the grievant.

J. Upon review of the appeal, the City Council must:

1. Accept the response of the City Manager;
2. Modify the response of the City Manager; or,
3. Return the grievance to the City Manager for further review.

If the outcome of such appeal is unsatisfactory, the complainant may file a written appeal with the U.S. Department of Housing and Urban Development. (Ord. 33-19, 7-15-2019)

2-5C-15: PROCEDURES FOR OPERATIONS:

The commission must operate in accordance with the standards and procedures set forth in the City's CDBG program's Citizen Participation Plan. (Ord. 33-19, 7-15-2019)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Alexis Steger](#); [Mary Bridget Corken Deutsch](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/6/2024 7:53:13 PM

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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Community Development Advisory Commission

Please identify which opening on the Community Development Advisory Commission your qualifications represent: Low to Moderate Income Area Representative

Name: Gabriel Mozena

Please enter the best way to pronounce your name below: Gabriel Mozena

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Website

If other, please specify:	<i>Field not completed.</i>
Gender (choose all that apply)	Man
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address:	196 Bluff St.
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
City	Dubuque
State	Iowa
Zip Code:	52001
Preferred Phone Number:	5634517965
Email Address(es):	Gabriel@MozenaRealtyGroup.com
Place of Employment:	Mozena Realty Group
Business Phone Number:	563-227-1614
Job Title/ Duties:	Realtor and Landlord.
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I am already a member of the committee this is just a formality to take me from an At-Large spot and reassign me to an LMI slot.
What	-

contributions can
you make or
state reason for
applying?

Describe your -
experience
working in
diverse
environments:

Describe your -
experience
engaging other
community
members to
gather their input
and opinions:

List two -
references:
(Include their
name and phone
number)

Are you currently Yes
serving on other
Boards,
Commissions, or
Committees?

If yes, which? CDAC

Have you served Yes
on a Board,
Commission, or
Committee
before?

If yes, which? CDAC

Have you No
participated in the
City Life
program?

If so, when? *Field not completed.*

Have you No
participated in the
Intercultural
Competency
Program offered

through the City
of Dubuque or
other
organizations?

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

Field not completed.

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Signature (type
your name here
as electronic
verification):

Gabriel Mozena

Date:

09/06/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Alexis Steger](#); [Mary Bridget Corken Deutsch](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/7/2024 9:48:49 AM

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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Community Development Advisory Commission

Please identify which opening on the Community Development Advisory Commission your qualifications represent: At-Large

Name: Julie Woodyard

Please enter the best way to pronounce your name below: Field not completed.

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify:	I've been on the commission
Gender (choose all that apply)	Woman
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address:	1950 Coates Street
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
City	Dubuque
State	Iowa
Zip Code:	52003
Preferred Phone Number:	563-231-6624
Email Address(es):	Woodyardj52@gmail.com
Place of Employment:	Lutheran Services in Iowa
Business Phone Number:	<i>Field not completed.</i>
Job Title/ Duties:	Administrative Assistant
Please list your experience, skills and or education that have prepared you for service on this board/commission:	Former CEO of Crescent Community Health Center Former COO of Hillcrest Family Services
What	Past experiences with LMI populations

contributions can you make or state reason for applying?	Interested in helping the community develop and improve programs for all
--	--

Describe your experience working in diverse environments:	See above
---	-----------

Describe your experience engaging other community members to gather their input and opinions:	Established patient advisory committee for Crescent CHC I
---	--

List two references: (Include their name and phone number)	Sue Davison. 563-580-4597 Nancy Cooper. 563-590-3442
---	---

Are you currently serving on other Boards, Commissions, or Committees?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you served on a Board, Commission, or Committee before?	Yes
--	-----

If yes, which?	CDAC
----------------	------

Have you participated in the City Life program?	No
---	----

If so, when?	<i>Field not completed.</i>
--------------	-----------------------------

Have you participated in the Intercultural Competency Program offered	No
---	----

through the City
of Dubuque or
other
organizations?

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

Julie Woodyard

Date: 9/6/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2024

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	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

Business Pro 1	Franco	Menchaca	6/30/27
In Cultural & Entertain Dist. 1	Open	Open	6/30/27
Out Cultural & Entertain Dist. 1	Thomas	Robbins	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Susan	Riedel	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	Open	Open	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	Open	Open	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Rod	Bakke	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Gerald	Hammel Jr.	2/15/27
Low/Moderate Income Rep. 3	Open	Open	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Open	Open	2/15/26

Equity and Human Rights Commission**3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2**

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Enoc	Sanchez	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	Theresa	Sampson	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION**3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.**

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	

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	Open	Open	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

INVESTMENT OVERSIGHT ADVISORY COMMISSION**3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall**

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION**3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations**

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION**3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center**

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Open	Open	7/1/27
Public Member 3	Joshua	Chamberland	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Open	Open	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD**3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION**3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..**

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Open	Open	7/1/27
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS**5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..**

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Iowa Amphitheater on Schmitt Island Project Bid Package No. 1 (Site Demolition & Mass Grading) Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and construction estimate of \$1,018,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1, and City Manager recommending approval.
RESOLUTION Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading)

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

ATTACHMENTS:

1. MVM Memo
2. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1 - PH Staff MEMO
3. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1 - Council PH RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Amphitheater on Schmitt Island Project
Bid Backage No. 1 (Site Demolition & Mass Grading)
Public Hearing
Project Code: 5575000022, 3049900010

DATE: October 2, 2024

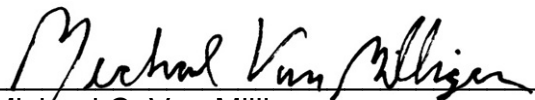
City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and construction estimate of \$1,018,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1.

The Iowa Amphitheater on Schmitt Island Project will be bid as two separate contracts.

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 includes the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

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
Nathan Steffen, Civil Engineer
Alex Dixon, President & CEO, Dubuque Racing Association
Jenny Larson, Chief Financial Officer
(list continues on next page.)

Gus Psihoyos, City Engineer
Marie Ware, Leisure Services Director
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 2, 2024

RE: Iowa Amphitheater on Schmitt Island Project
Bid Backage No. 1 (Site Demolition & Mass Grading)
Public Hearing
Project Code: 5575000022, 3049900010

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Iowa Amphitheater on Schmitt Island Project - Bid Package 1.

BACKGROUND

The City of Dubuque has previously applied for and been awarded a Destination Iowa Outdoor Recreation Fund grant administered by the Iowa Economic Development Authority (IEDA). Prior to the grant being awarded, city staff received an IEDA request to consider a singular focus for the grant. Several outdoor recreation amenities were included in the original grant application. City and Dubuque Racing Association (DRA) staff chose to update the application with a singular focus of the outdoor amphitheater (now called the Iowa Amphitheater on Schmitt Island) as staff and the DRA felt it best met the criteria of the Destination Iowa Outdoor Recreation grant program and would produce the strongest application in a very competitive pool of applications. On March 10, 2023 the City was notified of the grant award by IEDA and that the amount of grant funding would be \$3,000,000 with a local match of \$12,442,961 for a total project cost of \$15,442,961.

Funding for the local match in the required amount of \$12,442,961 is as follows:

G.O. Debt (Greater Downtown TIF):	\$8,784,961
DRA contribution:	\$3,658,000

The project vision is to create Schmitt Island as “Dubuque’s Gateway to Entertainment and the Mississippi” and was set forth in a Schmitt Island Master Plan developed in 2014 and updated in 2017 and also in the Schmitt Island Placemaking & Implementation Plan adopted in June 2017. The mission adopted for this exciting project is to create “a connected island that welcomes visitors and the community to recreation, entertainment and the outdoors.” The City of Dubuque and the Dubuque Racing Association (DRA) are partnering on this impactful project to create a unique and exciting gateway into Iowa that will help grow the economy across the State, build

upon current outdoor recreational amenities already on the island, connect people to new economic opportunities, and attract tourists from all over the nation.

The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts of up to 2,500 people and for national acts of 5,000 to 8,000 people.

The amphitheater will be accessed by ADA-compliant paths and trails connecting from other places on the island. The amphitheater will be constructed to allow the City and DRA to provide assistive technologies including I-Caption units (handheld closed caption devices), assistive listening devices (headphones that amplify the sound on stage), closed captioned performances, sign language interpreted performances, and D-scriptive audio devices that provide a detailed account of all onstage activity.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

DISCUSSION

The Iowa Amphitheater on Schmitt Island Project will be bid as two separate contracts.

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 includes the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

PROJECT SCHEDULE

The schedule for Bid Package No. 1 is as follows:

Initiate Public Bidding Process	September 16, 2024
Publish Notice to Bidders, Advertise for Bids	September 20, 2024
Publish Public Hearing Notice on Plans & Specs	September 20, 2024
Public Hearing on Plans & Specs	October 7, 2024
Receipt of Bid Proposals (Bid-Letting)	October 10, 2024
Award Construction Contract	October 21, 2024
Project Final Completion Date	January 30, 2025

Bid Package No. 2 is anticipated to be initiated for public bidding on the November 4th, 2024 council meeting and awarded at the December 16th, 2024 council meeting. The destination Iowa Grant requires that all work be under contract by December 31st, 2024.

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1.

BUDGET IMPACT

The current estimate of probable cost for Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 1)	\$ 1,018,000.00
Contingency (10%)	101,800.00
Consultant Design Services	290,400.00
Construction Admin, Engineering & Inspection	62,000.00
Total Project Cost Estimate	\$ 1,472,200.00

The anticipated funding for Bid Package No. 1 is as follows:

Project No.	Fund Description	Fund Amount
3049900010	G.O. Debt (Greater Downtown TIF)	\$ 422,200.00
5575000022	DRA Contribution	1,050,000.00
Total Project Funding		\$ 1,472,200.00

The Destination Iowa Grant funding is not paying for the Bid Package No. 1 (Demolition & Mass Grading) work because it is included in the local match required for the overall Iowa Amphitheater project.

The current estimate of probable cost for the entire Iowa Amphitheater on Schmitt Island Project is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 1)	\$ 1,018,000.00
Construction Contract (Bid Package No. 2)	9,503,078.18
Remaining DRA Local Match ¹	2,108,000.00
Contingency (10%)	1,052,107.82
Consultant Design Services	1,451,775.00
Construction Admin, Engineering & Inspection	310,000.00
Total Project Cost Estimate	\$ 15,442,961.00

The project funding is summarized as follows:

Project No.	Fund Description	Fund Amount
3049900010 5575000022	State Grant – Destination Iowa	\$ 3,000,000.00
	G.O. Debt (Greater Downtown TIF)	8,784,961.00
	DRA Contribution	3,658,000.00
Total Project Funding		\$ 15,442,961.00

In accordance with the Destination Iowa Grant Agreement, the Dubuque Racing Associate (DRA) contribution of \$3,658,000.00 is part of the local match for the overall project. The items associated with the DRA local match funds include deconstructing the current dog track and kennels to provide the location where the new amphitheater will be constructed (Bid Package No. 1). In addition, the DRA will be revamping its surface parking and striping to accommodate the additional parking demand created by the new outdoor amphitheater and tourists visiting Schmitt Island. A portion of the parking lot work will be incorporated into Bid Package No. 2.

¹The use of remaining DRA funds associated with the local match are to be used in the vicinity to enhance the overall amphitheater project.

REQUESTED ACTION

I respectfully request the City Council conduct a public hearing and approve the plans, specifications, form of contract and estimated cost for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1.

Prepared by: Nathan Steffen, Civil Engineer

cc: Alex Dixon, President & CEO, Q Casino & DRA
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Marie Ware, Leisure Services Manager
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Manager
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk

RESOLUTION NO. -24

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE IOWA AMPHITHEATER ON SCHMITT ISLAND
PROJECT – BID PACKAGE NO. 1 (SITE DEMOLITION & MASS GRADING)**

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

That the attached plans, specifications, form of contract and estimate of total cost for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading) in the estimated amount \$1,018,000.00, are hereby approved.

Passed, approved, and adopted this 7th day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Off-Premises Sign Regulations
SUMMARY:	City Manager recommending City Council approve one of the following on the current off-premises sign regulations to ensure that our signage policies effectively balance commercial interests with the aesthetic and functional integrity of our neighborhoods: 1) Provide direction to Planning Staff to prepare an amendment to 16-15-12 Off Premises Signs of the Unified Development Code; or 2) Adopt the attached ordinance approving a Temporary Building Permit Moratorium to allow time for off-premises signs to be analyzed through the Unified Development Code Update Process ORDINANCE Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 2 Building Construction, Demolition and Moving, Section 14-2-4 Moratorium for Construction or other work on certain streets, areas, or facilities by adding Section B Off Premises Sign Study Area ; or 3) Take no action and review as part of the Unified Development Code Update.
SUGGESTED DISPOSITION:	Receive and File; Council
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. UDC Off-Premise Sign Regulations 4. Iowa Cities Off-Premises Sign Regulations 5. Ordinance

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Off-Premises Sign Regulations

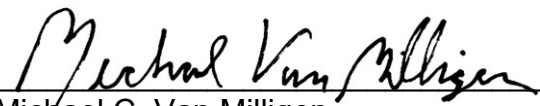
DATE: October 2, 2024

During the discussion of two public hearings on the rezoning of property located at 27 and 35 Locust Street (former Bridge Restaurant), the Council asked if a Billboard (Off-Premises Sign) can be placed on the proposed building. Planning Staff noted that an off-premises sign could not be placed on the building due to proximity to other off-premises signs in the area. This memo and associated documents are to provide information on the current off-premises sign regulations.

Planning Services Director Wally Wernimont is recommending City Council approve one of the following on the current off-premises sign regulations to ensure that our signage policies effectively balance commercial interests with the aesthetic and functional integrity of our neighborhoods:

- 1) Provide direction to Planning Staff to prepare an amendment to 16-15-12 Off Premises Signs of the Unified Development Code; or
- 2) Adopt the attached ordinance approving a Temporary Building Permit Moratorium to allow time for off-premises signs to be analyzed through the Unified Development Code Update Process; or
- 3) Take no action and review as part of the Unified Development Code Update.

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
Wally Wernimont, Planning Services Director
Alexis Steger, Housing & Community Development Director
Michael Belmont, Assistant Housing & Community Development Director
Jason Duba, Assistant Planner

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director *WW*

SUBJECT: Off-Premises Sign Regulations

DATE: September 30, 2024

INTRODUCTION

This memorandum and staff presentation outlines the Off-Premises Sign Regulations for the City of Dubuque and presents potential actions the City Council can take to regulate these signs.

BACKGROUND

During the discussion of two public hearings on the rezoning of property located at 27 and 35 Locust Street (former Bridge Restaurant), the Council ask if a Billboard (Off-Premises Sign) can be placed on the proposed building. Planning Staff noted that an off-premises sign could not be placed on the building due to proximity to other off-premises signs in the area. This memo and associated documents are to provide information on the current off-premises sign regulations.

DISCUSSION

Current Sign Regulations

Section 16-15-12 OFF PREMISES SIGNS of Unified Development Code regulates off-premises signs in the City of Dubuque (see attached). The UDC defines an off-premises sign and billboard sign as the following:

OFF PREMISES SIGN: A sign structure advertising an establishment, merchandise, service, or entertainment which is not sold, produced, manufactured, or furnished at the property on which said sign is located.

BILLBOARD SIGN: See definition of Off Premises Sign.

Off premises sign are currently allowed in permitted in following districts:

C-3 General Commercial	CS Commercial Service
C-4 Downtown Commercial	CR Commercial Recreation

Off-Premises Sign Regulations

LI Light Industrial
HI Heavy Industrial
MHI Modified Heavy Industrial

They are permitted with conditional use permit approval from the Zoning Board of Adjustment in the following districts:

C-2 Neighborhood Shopping Center District
C-2A Alternate Neighborhood Shopping Center District

Each of the before-mentioned zoning districts have regulations as they relate to sign area, height, setback, spacing between signs, lighting and mechanical motion.

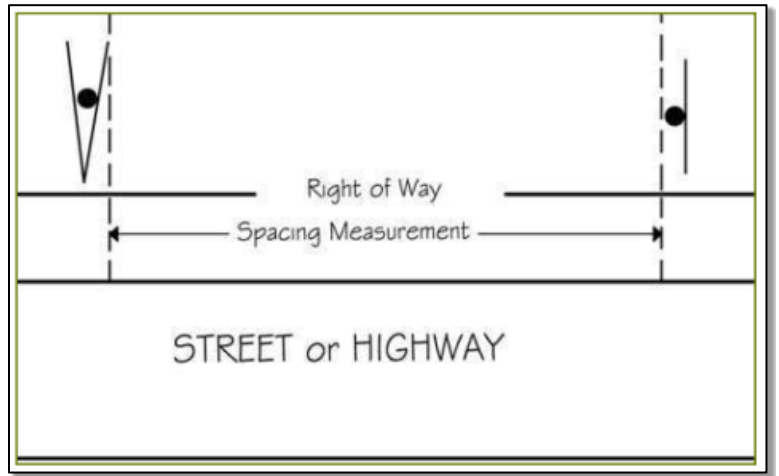
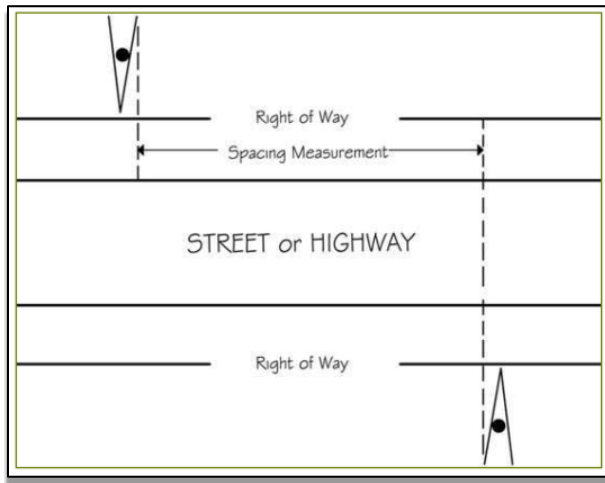
Sign Spacing

As noted previously, during the rezoning public hearing for the Bridge Restaurant site, Planning Staff noted that an Off-Premises Sign could not be placed on the site due to proximity to other off-premises signs in the area. The UDC regulates spacing between off-premises signs based on zoning district.

ZONING DISTRICT	SETBACK	SPACING REQUIREMENT
C-2 Neighborhood Shopping Center C-2A Mixed-Use Neighborhood	20 feet from property line; 100 feet from historic district	As determined by Zoning Board of Adjustment
C-3 General Commercial C-4 Downtown Commercial CS Commercial Service CR Commercial Recreation LI Light Industrial HI Heavy Industrial MHI Modified Heavy Industrial	100 feet from historic district	Spacing between any 2 off-premises sign structures, which are located on either side of federal and primary highway(s) and oriented toward said highway(s) will be no less than 750 feet and spacing between any 2 off-premises sign structures, which are located on either side of all other city street(s) will be no less than 500 feet. A lineal measurement perpendicular to the center line of the roadway(s) will apply to determine required distance and is taken from the nearest point of each structure.

Off-Premises Sign Regulations

The following diagram shows how off premises sign spacing requirements are measured.



Off-Premise sign spacing requirements shall be measured perpendicular to the centerline of the street(s) which the sign is oriented toward, between the closes point on each sign structure.

The building site located at 27/35 Locust Street is located within 750 feet of the Off-Premises Signs at both 25 Main Street and 67 Main Street.



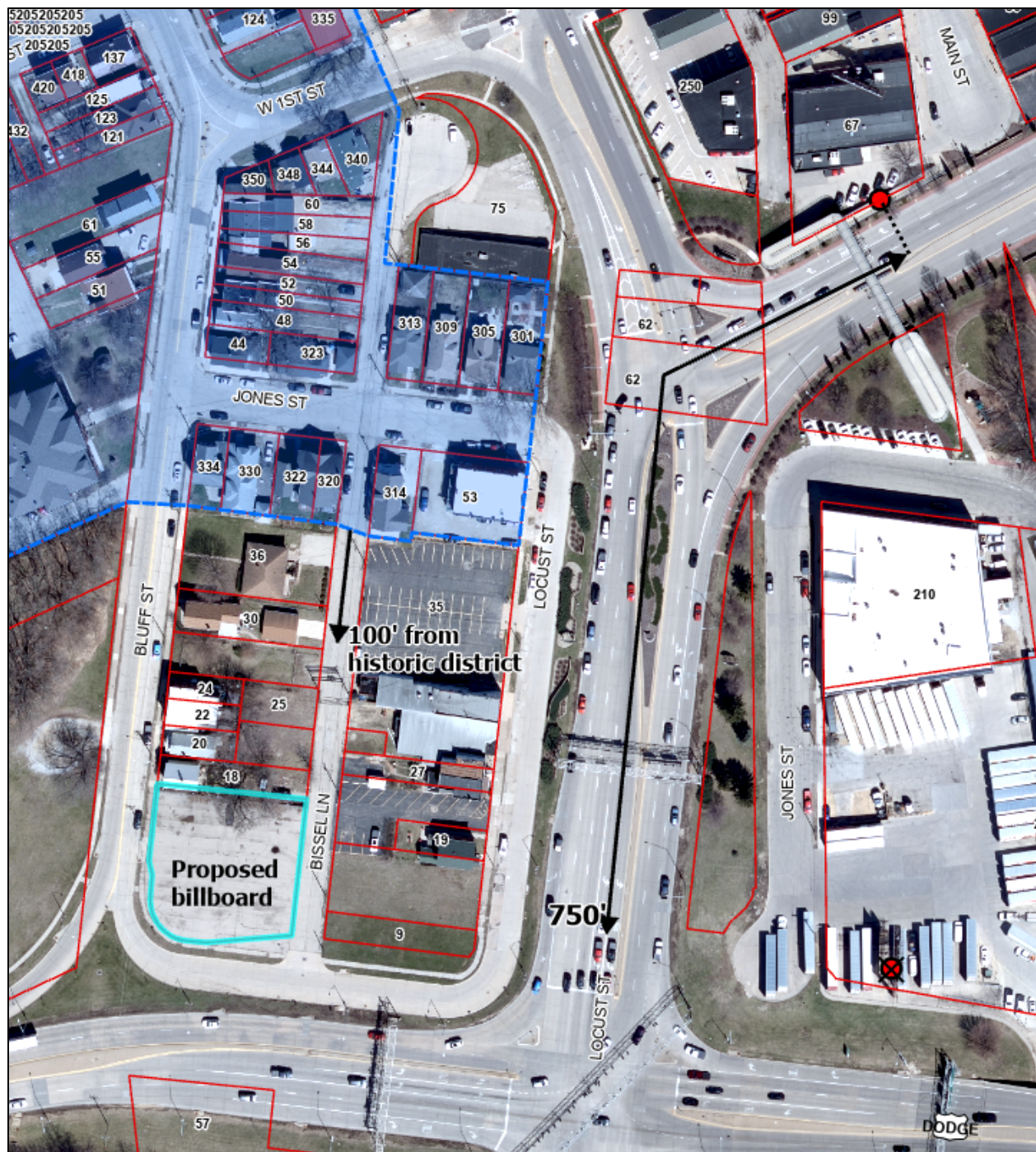
25 Main Street



67 Main Street

However, if the sign at 25 Main Street is removed, still no sign can be placed on the proposed building at 27/35 Locust Street due to its proximity to the sign at 67 Main Street. However, a new sign could be installed in the surface parking lot since it is more than 750 feet away from the sign at 67 Main Street (see map on the next page).

Off-Premises Sign Regulations



New Off-Premises Signs

The City of Dubuque currently has 90 off-premises sign in the corporate limits. Within the last year, the Planning Services Department has received and approved off-premises signs located at 1987 Washington Street, 4111 Pennsylvania Avenue and 4485 Dodge Street.

Off-Premises Sign Regulations



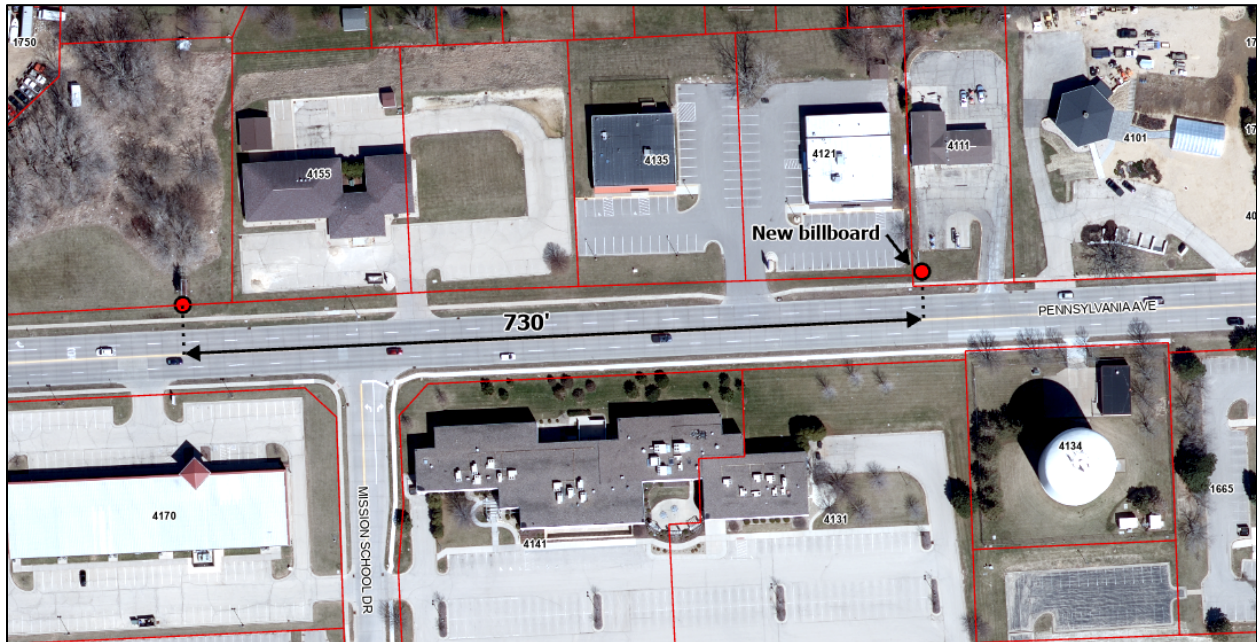
1987 Washington Street



Off-Premises Sign Regulations



4111 Pennsylvania Avenue



4485 Dodge Street

Off-Premises Sign Regulations

(Sign has not been installed yet)



Unified Development Code Update

Planning Staff has received a number of inquiries regarding the regulations governing off-premises signs in our community. Residents and business owners have expressed curiosity about the criteria that permit these signs, particularly in relation to their locations and the specific zoning districts where they are allowed. Many are seeking clarity on the separation distances required from other billboards and sensitive areas, such as residential neighborhoods and parks. Additionally, questions have arisen about the size and height restrictions for these signs, as well as the potential impacts on local aesthetics and safety. This dialogue highlights the community's interest in understanding the balance between commercial advertising and maintaining the character of our neighborhoods. To address these concerns, as part of the Unified Development Code Update, staff is working to provide detailed information and engage the public in discussions about the future of off-premises signage in our city.

Other Iowa Communities Off-Premises Sign Regulations

Off-Premises Sign Regulations

As we move forward with evaluating our off-premises sign regulations, we look to how other Iowa Communities are regulating off-premises signs. Attached you will find a summary of Off-Premises Sign Regulations for the ten largest cities in Iowa. The regulations governing billboards vary significantly across cities in Iowa, reflecting diverse approaches to managing outdoor advertising. In Ankeny, new billboards are prohibited entirely, while Cedar Rapids allows them in specific zoning districts, provided existing billboards are removed, capping the total number at the number present as of June 4, 2013. Other cities, like Council Bluffs and Des Moines, have established zoning districts where billboards are permitted with specific spacing and size limitations. For instance, Council Bluffs permits billboards in industrial zones, with a radius requirement and size restrictions based on their orientation toward interstates.

Further highlighting these differences, cities like Iowa City and Waterloo impose stricter limitations, such as prohibiting billboards in residential areas and requiring substantial setbacks from parks, schools, and historic districts. Digital billboards face additional scrutiny, with many cities implementing larger separation distances from sensitive areas. Overall, the regulations aim to balance commercial interests with community aesthetics and safety, underscoring the importance of localized decision-making in managing billboard placements.

REQUESTED ACTION

As we navigate the complexities of off-premises sign regulations in Dubuque, it is clear that these signs play a significant role in our community's commercial landscape. Recent discussions during the public hearings for the rezoning of the properties at 27 and 35 Locust Street highlighted the challenges posed by existing regulations, particularly concerning the placement of billboards near other off-premises signs. With the current Unified Development Code outlining specific criteria for sign location, spacing, and zoning compatibility, it is essential for us to reassess these regulations in light of community feedback and evolving needs. To ensure that our signage policies effectively balance commercial interests with the aesthetic and functional integrity of our neighborhoods, we propose a few potential courses of action for the City Council to consider.

The City Council may take one of the following actions as it relates to the current off-premises sign regulations:

- 1) Provide direction to Planning Staff to prepare an amendment to 16-15-12 Off Premises Signs of the Unified Development Code; or
- 2) Adopt the attached ordinance approving a Temporary Building Permit Moratorium to allow time for off-premises signs to be analyzed through the Unified Development Code Update Process; or
- 3) Take no action and review as part of the Unified Development Code Update.

Off-Premises Sign Regulations

Enclosures

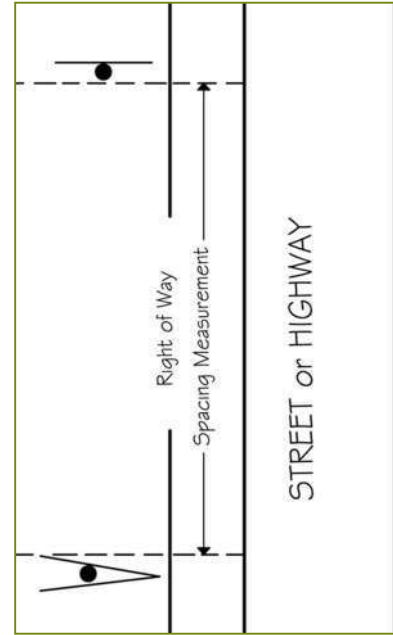
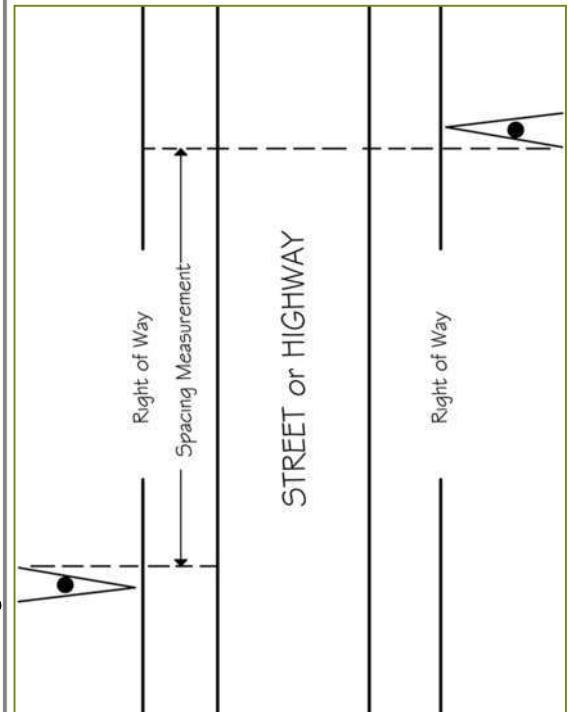
cc: Crenna Brumwell, City Attorney
Alexis Steger, Housing & Community Development Director
Michael Belmont, Assistant Housing & Community Development Director
Jason Duba, Assistant Planner

15-12 Off-Premises Signs

Off- Premise Signs	Permitted Sign Structures	Maximum		Minimum		Permitted Lighting Type	Permitted Mechanical Motion
		Area (sf)	Height	Setback	Spacing		
C-2 Neighborhood Shopping Center, and C2A Mixed Use Neighborhood							
Off-premise signs shall be permitted only by Conditional Use Permit	Freestanding	300 per sign	25 feet	20 feet from property line; 100 feet from historic district	As determined by Zoning Board of Adjustment	No Flashing	None
	Wall		Below eave or parapet				
C-3 General Commercial, C4 General Commercial, and CS Commercial Service							
All Off-premise signs	Freestanding	750' per sign, but only 300' per sign if within 200 feet of a historic district and not abutting a state or federal highway	50 feet	100 feet from historic district	Spacing between any 2 off-premises sign structures, which are located on either side of federal and primary highway(s) and oriented toward said highway(s) will be no less than 750 feet, and spacing between any 2 off-premises sign structures, which are located on either side of all other city street(s) will be no less than 500 feet. A lineal measurement perpendicular to the center line of the roadway(s) will apply to determine required distance and is taken from the nearest point of each structure	No Flashing	None
	Wall	300 per sign	Below eave or parapet				
CR Commercial Recreation							
All Off-premise signs	Freestanding	750' per sign, but only 300' per sign if within 200 feet of a historic district and not abutting a state or federal highway	50 feet	100 feet from historic district	Spacing between any 2 off-premises sign structures, which are located on either side of federal and primary highway(s) and oriented toward said highway(s) will be no less than 750 feet, and spacing between any 2 off-premises sign structures, which are located on either side of all other city street(s) will be no less than 500 feet. A lineal measurement perpendicular to the center line of the roadway(s) will apply to determine required distance and is taken from the nearest point of each structure.	No Flashing	None
	Wall		Below eave or parapet				

15-12 Off-Premises Signs (cont.)

Off- Premise Signs	Permitted Sign Structures	Maximum		Minimum		Permitted Lighting Type	Permitted Mechanical
		Area (sf)	Height	Setback	Spacing		
Identification Signs							
All Off-premise signs	Freestanding	750 per sign, but only 300 per sign if within 200 feet of a historic district and not abutting a state or federal highway	50 feet	100 feet from historic district	Spacing between any 2 off-premises sign structures, which are located on either side of federal and primary highway(s) and oriented toward said highway(s) will be no less than 750 feet, and spacing between any 2 off-premises sign structures, which are located on either side of all other city street(s) will be no less than 500 feet. A lineal measurement perpendicular to the center line of the roadway(s) will apply to determine required distance and is taken from the nearest point of each structure	No Flashing	None
	Wall		Below eave or parapet				
	Off- Premise sign spacing requirements shall be measured perpendicular to the centerline of the street(s) which the sign is oriented toward, between the closest point on each sign structure.						



CITY	Permitted or Prohibited	Separation from other Billboards	Size Limit	Maximum Height	Separation from Districts, Structures, or Uses	Setback
Ankeny	New billboards prohibited					
Cedar Rapids	In PUD, otherwise only permitted if an existing Billboard is removed. The total number of billboards is capped at the total number of billboards that were present in the City on June 4, 2013. Permitted in S-MC, S-MR, I-LI, I-GI, and I-SW districts	1,000' - Semi-circle from center point	672 sf along highway / 378 sf otherwise	60', 45', 30' Dependent on Road Classification	200' from Residential Districts/ 500' for digital	Underlying Zoning District
Council Bluffs	Permitted in I-1, I-2 and I-3.	700' radius	300 sf / 750 sf (facing interstate)	40'	150 foot radius of agricultural or res, cemetery, college, cultural service, park and rec services, public assembly, religious assembly, school	Underlying Zoning District / 25' from row
Davenport	Static Billboard/Digital or electronic	1,500' / 3,000'	672sf / 400 sf	45'	150' / 600' Res, parks, open space, education facility, public museum, government admin, judicial office	25'
Des Moines	"General Advertising signs"		672 sf	45'	200' from res use or district, and/or 500' of public square, public park or recreation area, school, place of worship, funeral or mortuary service, cemetery, or public library, or designated city landmark or historic district or National Register historic district.	25'
Dubuque	Permitted in C-3, C-4, CS, CR, LI, HI, MHI. Conditional in C-2.	500'/750'	750 sf/ 300 sf within 200' of historic district	50'	100' from Historic district	Underlying Zoning District
Iowa City	Not permitted in residential, CO-1, CN-1, CB-5, CB-10, ORP and RDP Zones	300'	72 sf	Not to exceed underlying district standards; 25'	120' from Res, parks, open space, education facility, public museum, government admin, historic district or structure	0', 10' depending on sign height
Sioux City	Suburban Commercial (SC), Mixed Use (MU), General Commercial (GC), Business Park (BP), and General Industrial (GI) districts	600'	288 sf in MU and SC / 672 sf remaining.	35' MU and SC / 45' all others / 55' GI	300 feet of the rights-of-way, 100 feet of any residential district; 150 feet of any part of the premises of the following: A public park or square; Public or parochial school; Cemetery; Public buildings designated and erected for cultural purposes; Public assembly buildings; Public museums; Public libraries; Buildings housing the municipal, administrative, or judicial seats of county, state, or federal government; Designated local or national historic district; A historical marker or monument; or Any public or private property or any public street,	10'
Waterloo	Permitted in C-2, C-3, M-1, and M-2, excluding corridor overlay districts)	1000'	300 sf	48'	200' from Res, parks, open space, education facility, public museum, government admin, historic district or structure	Underlying Zoning District

CITY	Permitted or Prohibited	Separation from other Billboards	Size Limit	Maximum Height	Separation from Districts, Structures, or Uses	Setback
West Des Moines	Electronic Prohibited; Permitted in the following zoning districts: General Insudtrial (GI); AG/OS (OS). Double face billboard permitted only on 10 acres or more.	300' (facing same direction)	350 sf	35'	300' from Residential use or district / 100' of any dwelling unit, public park, public or parochial school site, church site, hospital site, cemetery, similar institution or zoning district not permitting billboards.	100' from public row/ 120' from private street/ 100' from Intersections
Ames	Prohibited in Res. RL, RM, RH, RLP, FS-RL, FS-RM, F-VR, and S-HM	300'	300 sf			

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

ORDINANCE NO. -24

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 2 BUILDING CONSTRUCTION, DEMOLITION AND MOVING, SECTION 14-2-4 MORATORIUM FOR CONSTRUCTION OR OTHER WORK ON CERTAIN STREETS, AREAS, OR FACILITIES BY ADDING SECTION B OFF PREMISES SIGN STUDY AREA.

Whereas, the City of Dubuque is committed to promoting the health, safety, and general welfare of its residents; and

Whereas, the current Unified Development Code (UDC) is in need of comprehensive review and update to better reflect the community's vision and land use goals; and

Whereas, off-premises signs can significantly impact the aesthetic character of the community, traffic safety, and the overall quality of life for residents; and

Whereas, the proliferation of off-premises signs may result in adverse effects, such as visual clutter, distraction for drivers, and potential conflicts with the objectives of the updated UDC; and

Whereas, a temporary moratorium on the issuance of permits for new off-premises signs will allow for a thorough evaluation of the community's needs, concerns, and preferences regarding signage and advertising; and

Whereas, the City of Dubuque desires to ensure that the future development of off-premises signs aligns with updated land use regulations and community standards; and

Whereas, the temporary suspension of off-premises sign permits is necessary to protect the public interest while the UDC is being reviewed and revised;

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

Section 1. City of Dubuque Code of Ordinances Section 14-2-4 is amended to read as follows:

Section 14-2-4: Moratorium for Construction or Other Work on Certain Streets, Areas or Facilities:

B. Off-premises sign Study Area: The city manager may not issue any permit for any new off-premises sign in the corporate limits of the city of Dubuque from the effective date hereof to March 1, 2026, except where a vested right to the issuance of such permit accrued prior to the effective date hereof.

Section 2. This ordinance shall take effect upon publication

Passed, approved and adopted this 7th day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Request for Proposals for Historic Millwork District Outdoor Community Space Engagement, Design, Construction Management
SUMMARY:	City Manager recommending that the City Council approve the RFP for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management, and then direct staff to post the RFP and initiate the consultant selection process.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. HMD Outdoor Community Space Request for Proposals

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

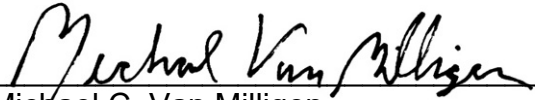
SUBJECT: Request for Proposals for Historic Millwork District Outdoor Community Space Engagement, Design, Construction Management and Grant Administration Services

DATE: October 3, 2024

Planning Services Director Wally Wernimont on behalf of the Historic Millwork District Outdoor Community Space Request For Proposals (RFP) Committee recommends that the City Council approve the RFP for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management, and then direct staff to post the RFP and initiate the consultant selection process. The total budget for all consultant services, construction, and project costs is \$400,000.

By approving this the City Council is beginning the process to do a public engagement process to seek input on design options for this space and a design recommendation will be brought back to City Council before any action is taken to implement a construction 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
Wally Wernimont, Planning Services Director
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Jared Charland, Project & Facilities Manager
Stephen Fehsal, Parks Division Manager
Jill Connors, Economic Development Director
(list continues on next page)

Ryan Knuckey, Transportation Services Director
Jon Dienst, Civil Engineer II
Anderson Sainci, Director - Office of Shared Prosperity & Neighborhood Support
Tony Breitbach, Purchasing and Risk Manager
Elizabeth Martin, Administrative Assistant Office of Shared Prosperity &
Neighborhood Support

TO: Michael C. Van Milligen, City Manager
FROM: Wally Wernimont, Planning Services Director *WW*
SUBJECT: Request for Proposals for Historic Millwork District Outdoor Community Space Engagement, Design, Construction Management
DATE: September 29, 2024

INTRODUCTION

The purpose of this memorandum is to recommend approval by the City Council of the enclosed Request for Proposals (RFP) for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management.

BACKGROUND

2009 Historic Millwork District Master Plan

On February 16, 2009, the City Council adopted the Historic Millwork District Master (HMD) Plan. The vision outlined in the Plan aimed to revitalize the District by integrating commercial, office and residents into historic spaces, fostering artistic expression, and promoting green technologies. The historic buildings serve as a foundation for a vibrant mixed-use neighborhood that provides easy access to urban amenities and outdoor recreation. The execution of this Plan transforms this District into a creative and innovative hub, further enhancing Dubuque's position in the region.

One of the features identified in the plan included the following:

“A signature public open space: Build a multi-use, flexible plaza and park in the heart of the District to use for performances, concerts, markets, and to showcase sustainable practices, technologies, and artistic elements.”

The plan placed this approximately .70 acres (30,500 sf) area known as Foundry Square at the corner of 10th and Elm Street adjacent to what is referred to as the Alamo Building which is now known as the Rouse and Dean Building. Historically, the building was the iron foundry and machinist building of the Rouse and Dean Company.

Temporary Parking Lot Approval

Besides the aforementioned plaza and park, the plan includes several features, including the construction of a parking ramp. As part of the construction of the parking ramp, the installation of a temporary parking lot was proposed to temporarily satisfy parking demand in the developing district while the parking ramp was being constructed. On May 16, 2012, a contract was signed by a local contractor to furnish all material and equipment and to perform all labor necessary for the “Millwork Temporary Parking Lot Project.”

Before approving the temporary parking lot and the construction of the parking ramp, the Historic Preservation Commission conducted an advisory design review on January 19, 2012.

An excerpt from the HPC meeting minutes notes the following stated by former City of Dubuque Assistant Economic Development Director Aaron DeJong:

“Commissioners discussed surface parking lot proposed in place of the planned plaza. Staff Member DeJong reviewed the parking lot on Foundry Square is intended to be a temporary parking lot until the ramp is built. Commissioners emphasized the surface lot needs to be temporary as Foundry Square is an important design and pedestrian component of the Historic Millwork District. Staff Member DeJong agreed, noting the Plaza is needed for the Historic Millwork District, and this remains the ultimate goal.”

2024 Historic Millwork District Master Plan Update

The Historic Millwork District enjoyed a successful revival since the original Historic Millwork Master Plan was adopted in 2009. However, city officials, stakeholders and the community recognized that there was still more work to be done. Despite numerous successful developments and public infrastructure projects, this district remains “in progress”. The purpose of conducting the master plan update was to provide recommendations for improvements over the next decade. In 2022, the city hired a consultant to provide an update to the plan.

A steering committee was established in fall 2022, comprising thirteen members—including business and property owners, residents, community leaders, and city staff—who worked closely with the consultant team to engage the community and update the master plan. The committee held monthly meetings throughout the winter and spring of 2023. The consultant conducted community engagement which included various stakeholders from both within and outside the District.

In addition to the steering committee's efforts, the consultant conducted six focus group meetings with small groups of individuals sharing common interests, such as business owners, the arts community, city staff, youth, and neighboring residents. An online survey was also distributed city-wide to gather input from residents who might not typically participate in District activities, resulting in over 600 responses that reflected a broad cross-section of the community.

As the result of the community engagement, several recommendations for projects were identified. **Design and construct a Community Space adjacent to the Alamo Building** was identified as a priority project and the top primary recommendation in the built environment category.

Millwork District Public Parking Availability

The temporary parking lot currently offers 57 spaces leased during the day, with public access starting at 5:00 PM. The Millwork District features 81 spaces at the 9th & Elm Street lot near the Intermodal Facility and another 68 spaces at the 12th & Elm Street lot, both accessible to the public after 5:00 PM. Additionally, the parking ramp at 9th Street and Central Avenue provides 542 spaces. There are also on-street meter spaces throughout the district. Overall, there is sufficient parking to compensate for the removal of the 57 temporary parking spaces.

DISCUSSION

The City will solicit proposals from qualified professional consulting firms to provide community engagement, design, and construction management services for the development of the Historic Millwork District Outdoor Community Space, located at the temporary parking lot at 10th and Elm Street.

A community engagement process is a crucial part of the scope of work. The consultant will develop a plan for broad community engagement in the preliminary and final designs. This plan needs to engage millwork business owners, property owners and residents, non-millwork residents and community partners throughout the process. It should incorporate methods beyond typical community meetings to involve marginalized populations that use the outdoor community space.

The Historic Millwork District Outdoor Community Space must reflect the values of the community, making quality and diverse public participation and input essential to the process. Plans must ensure outreach to a diverse and comprehensive representation of the Dubuque community, including traditionally underrepresented groups.

The consultant will develop bid specifications and will also be required to perform all construction testing, construction management, and construction surveys for this project.

The Historic Millwork District Outdoor Community Space RFP committee is composed of the following individuals:

- Tony Breitbach, Purchasing Coordinator
- Crenna Brumwell, City Attorney
- Jill Connors, Economic Development Director
- Jon Dienst, Civil Engineer II
- Jared Charland, Project & Facilities Manager
- Ryan Knuckey, Transportation Services Director
- Elizabeth Martin, Administrative Assistant Office of Shared Prosperity & Neighborhood Support
- Marie Ware, Leisure Services Director
- Wally Wernimont, Planning Services Director

A project steering committee will be created, composed of the following individuals:

- Tony Breitbach, Purchasing Coordinator
- Crenna Brumwell, City Attorney
- Jill Connors, Economic Development Director
- Jon Dienst, Civil Engineer II
- Jared Charland, Project & Facilities Manager
- Ryan Knuckey, Transportation Services Director
- Elizabeth Martin, Administrative Assistant Office of Shared Prosperity & Neighborhood Support
- Marie Ware, Leisure Services Director
- Wally Wernimont, Planning Services Director
- Member of Farley & Loetscher LLC
- Member of the Dubuque Community
- Member of the Dubuque Community
- Member of Dubuque Main Street Staff
- Member of Dupaco
- Member of Plastic Center Inc
- Member of Greater Dubuque Development Corporation Staff
- Member of Gronen Restoration
- Member of Millwork Flats Development
- Member of Novelty Iron Works

BUDGET IMPACT

The Capital Improvement Program (CIP) Budget has the following funds allocated to the project:

<u>FY 24-25 CIP</u>	<u>Title/Description</u>	<u>Amount</u>
6052000028	Green Space HMD	\$ 400,000

ACTION REQUESTED

I respectfully recommend on behalf of the RFP Committee that the City Council approve the RFP for Historic Millwork District Park Engagement, Design, and Construction Management Services, and then direct staff to post the RFP and initiate the consultant selection process.

Attachments

cc: Jenny Larson, Chief Financial Officer
 Crenna Brumwell, City Attorney
 Marie Ware, Leisure Services Director
 Jared Charland, Project & Facilities Manager
 Stephen Fehsal, Parks Division Manager
 Jill Connors, Economic Development Director
 Ryan Knuckey, Transportation Services Director
 Jon Dienst, Civil Engineer II
 Anderson Sainci, Director - Office of Shared Prosperity & Neighborhood Support

REQUEST FOR PROPOSAL (RFP)



ISSUE DATE: October 8, 2024
CONTACT: Wally Wernimont, Planning Services
PHONE NO: 563-589-4210
EMAIL: wwernimo@cityofdubuque.org

SUBMIT PROPOSAL/OFFER PRIOR TO:

CLOSING DATE: October 30, 2024

CLOSING TIME: 1:00 P.M. (local time)

SUBMIT TO:

SEE Section 8.0

FAX NOT ACCEPTED

DESCRIPTION:

**Historic Millwork District Outdoor Community Space Design,
Development, and Construction Management Services**

☐

RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP.

☐

NO RESPONSE REPLY

If you do not want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.

COMPANY NAME:

DATE:

MAILING ADDRESS:

CITY/STATE:

ZIP CODE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE OF AUTHORIZED REPRESENTATIVE:

EMAIL:

PHONE:



Consultant Professional Services Request for Proposal

Historic Millwork District Outdoor Community Space Design, Development, and Construction Management Services

City of Dubuque, Iowa

Issue Date: October 8, 2024

Closing Date and Time: October 30, 2024, 1:00 p.m. CT

**Planning Services Department
City Hall – 50 W. 13th Street
Dubuque, Iowa 52001**

1.0 INTRODUCTION

The City of Dubuque, Iowa is soliciting competitive sealed proposals from qualified professional consulting firms to perform design, development and construction management services for the Historic Millwork District Outdoor Community Space.

The project development for each component described will take the concept to final plan and bid specifications. A qualified consultant will design preliminary and final plans for the entire development of the outdoor community space.

2.0 COMMUNITY BACKGROUND

The city of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. As Iowa's oldest city, Dubuque is a community well known for its historic and architectural beauty. The city is over 31 square miles in area, with a population of nearly 60,000. The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education and employment center for the tri-state area. Tourism continues to be a major economic force in the community.

The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. The City funds a full range of municipal services. City government works in collaboration with the private and non-profit sectors to promote economic development and sustainability. Sustainability and downtown, neighborhood, and riverfront planning and revitalization are long-standing priorities of the City Council. The City's website is <https://www.cityofdubuque.org/>. The City Council goals and priorities are available online at <https://www.cityofdubuque.org/72/Goals-Priorities>

In 2006 and every year since, the Mayor and City Council identified becoming a more Sustainable City as one of their goals or priorities for our community. A sustainable environment is among the Council's Five-Year Goals for the years 2024-2029. Find out more at the <https://www.sustainabledubuque.org/> website.

The City of Dubuque works to create a more inclusive community by assuring everyone has equitable access to community services. Dubuque is focused on becoming an equitable community of choice. The five pillars of resiliency, sustainability, equity, transparency, and compassion through planning, partnership, and people. This project will support the city staff, elected officials, community organizations, and members of the public in reducing, and ultimately eliminating, disparities experienced by our most marginalized residents, allowing them to prosper. These projects should strive to provide a better and more equitable experience for the entire community.

3.0 PROJECT OBJECTIVES AND BACKGROUND

The selected consultant will administer the project from concept to construction management, construction inspection, and survey. The selected consultant will be expected to complete the contracted scope of work to meet the specified timeframe for the design and provide the professional services necessary for the project to proceed through award of contract, construction, and project closeout.

3.1 – Historic Millwork District Outdoor Community Space

3.1.1 Below are the goals for the development of Historic Millwork District Outdoor Community Space:

- Create a space designed as an urban outdoor community space
 - The space features and amenities needed to be support year-round programming, community gathering, and the range of activities envisioned by the community.
 - The space is a public asset - for all of Dubuque.
 - The space is a destination for all and a community wide asset that will help the growth, vibrancy and serendipity of the District.
 - Provide the Historic Millwork District with a vibrant, public “face” that highlights not only the District brand, but the intention of the District to be a destination for tourists and residents alike yet welcomes all residents with open arms and engages them as well.
- Sustainability, maintainability, and equity built in throughout the development.
- Design the outdoor community space layouts and features utilizing robust public engagement including public and private stakeholders while also seeking to engage marginalized populations.

3.2 – Project Administration

3.2.1 The selected consultant will administer the project from beginning to end including community engagement, design, concept and master planning, construction testing, construction management, and construction survey. The consultant will also be responsible for all aspects of project administration, monitoring, and reporting. Bid documents will be developed and the consultant will oversee the bidding process. Consultant will manage the construction contract(s) and perform inspection services. Survey services would be performed as needed and be included in the proposal price.

3.2.2 It is anticipated that the project contained within this RFP will be completed by August 2026, if not before, following the signing of a professional services agreement. Concern/issues meeting this schedule should be noted in the proposal. The construction of Outdoor community space development projects will begin as soon as possible, but no later than spring of 2026, with all design and bidding done prior. The selected Consultant will be expected to complete the contracted scope of work within

the specified timeframe, under the general direction and coordination of the City's Planning Services Department as authorized by the Dubuque City Council.

3.3 – Project Budget

The total budget for all consultant services, construction, and project costs is \$400,000.

Project	Budget	Project Number	Funding Source
Green Space HMD	\$400,000	6052000028	Greater Downtown TIF

If there are concerns about the total budget, they should be noted in the proposal.

4.0 PROJECT SCOPE OF SERVICES

In preparing a response to this RFP, the Consultant should describe the means or strategy by which they would satisfy the scope of services. The final scope of work will be negotiated with the selected Consultant. The City will evaluate submitted proposals and award the contract to the selected consultant based on the best proposed solution to each individual section listed below.

The following outline represents the minimum components for performing the design services. For the design of this project, the City of Dubuque encourages the use of sustainable principles in design and construction.

4.1 – Project Management & Accounting

- 4.1.1 The Consultant shall identify one person to serve as the Project Manager for this project. The Project Manager shall be the leader of this effort and is expected to ensure that the project scope, schedule, and budget are always being adhered to for the duration of the project. Communications and scheduled check-ins are key to successful planning, engagement, and construction of this project. Additionally, the Project Manager shall serve as the primary point of contact for all exchanges of information between the City and the Consultant.
- 4.1.2 Meet with City representatives to review the concept and final plans and bidding documents for all proposed improvements.

4.2 – Project Manager Deliverables

- 4.2.1 Submit an updated electronic copy of the project schedule on the first Tuesday of each month.
- 4.2.2 Submit the project progress report on the first and third Tuesday of each month. The summary shall be submitted electronically and be less than a single page in length.

- 4.2.3 Make the modifications requested; deliver preliminary design to City for distribution to other interested parties on the project.
- 4.2.4 Present the project to the City Development Review Team and the Dubuque Park and Recreation Commission for review and comment with final approval by the City Council.
- 4.2.5 Prepare 50%, 90%, & 100% plans of the proposed outdoor community space development.
- 4.2.6 Acquire all permits and approvals required for the project.
- 4.2.7 Develop a construction cost estimate relative to the concept plan to be presented to City Council for approval and used in the bid documents as an engineer's estimate.

4.3 – Preliminary Design of Improvements for Historic Millwork District Outdoor Community Space

- 4.3.1 Develop a preliminary design of the Outdoor community space based upon city staff and community input.
- 4.3.2 Meet with City representatives to review the plan for the proposed improvements.
- 4.3.3 Develop a construction cost estimate for the improvements.

4.4 – Public Engagement

- 4.4.1 Review plans on file including but not limited to the Historic Millwork District Plan and the Plan update, engagement completed by Imagine Dubuque and other relative city plans to assure all prior planning, and engagement is taken into account while developing the engagement strategy which will include reaching out to those voices not often heard.
- 4.4.2 Develop and implement a public engagement process to ensure all voices are heard. The Historic Millwork property owners, business owners and residents, as well as the entire community, shall be invited to share input on their preferences for the open space and the preliminary design prior to developing the final concept plan.
- 4.4.3 Meet with Project Steering Committee on input received.

4.5 – Final Design of all Outdoor Community Space Construction and Improvements

- 4.5.1 Complete the final bidding documents including 11x17" plans, construction specifications, and cost estimates.
- 4.5.2 Coordinate with any utilities involved in and on the project.

4.5.3 Plans shall be constructed using Statewide Urban Design Standards and plan format (SUDAS 2023). The City of Dubuque also has a supplemental specification to the 2023 edition of SUDAS. That document can be found here:
<https://www.cityofdubuque.org/DocumentCenter/View/55134/2023-SUDAS-City-of-Dubuque-Supplemental-Specifications>

4.5.4 Deliver plans and specifications to City Planning Services Department for distribution to bidders.

4.5.5 Be present at the bid opening. Develop the bid tabulation form and provide a recommendation on the award of the project.

4.6 – Perform Construction Management

4.6.1 Lead the pre-construction meeting with the contractor and city staff. Take minutes of all construction meetings and disburse the minutes to all appropriate parties including outlining specific instructions, commitments, timeframes, and deliverables as needed.

4.6.2 If needed, review all shop drawings required of the contractor. Stamp and approve shop drawings.

4.6.3 Answer questions from the contractor during construction. Make site visits during construction.

4.6.4 Process all payment requests for the project. Maintain the budget for the project. Provide bi-weekly budget status updates to City of Dubuque Planning Services Department.

4.6.5 Administer any change orders that may come up in the project. All change orders need the approval of City of Dubuque Planning Services Department prior to executing the change order.

4.6.6 Mark-up an as-built plan of the project at the conclusion of construction.

4.6.7 Maintain all records for the project. Provide a copy of all records to the Planning Services Department at project completion.

4.7 – Perform Construction Inspection

4.7.1 All construction inspections will be performed for the projects. This includes gradation testing, concrete testing, roll testing of the sub-grade, casting beams or cylinders, breaking beams or cylinders, maintaining a daily inspector diary, etc. if needed.

4.7.2 Supply all records to the City upon completion of the project.

4.8 – Perform Construction Services

4.8.1 Perform construction services for all the projects including, but not limited to, survey, staking, and inspection.

4.9 – Project Coordination

4.9.1 Coordination with City Staff: The consultant will participate in multiple coordination meetings with the City of Dubuque to review preliminary plans and final plans. The consultant should plan on a minimum of two (2) meetings for preliminary design and two (2) meetings for final design for each project. Virtual meetings are acceptable.

4.10 – Schedule

4.10.1 It is the intent of the City that all aspects of the project shall be completed by August 2026 if not before.

Suggested overall timeline:

October 8, 2024	City issues RFP
October 23, 2024	Consultant questions due to City
October 24, 2024	Q&A published by City to Consultants
October 30, 2024	Proposal due by 1:00 p.m. CDT
November 2024	Consultant interviews (in necessary)
December 2024	Selection presented to City Council
January 2025	Contract awarded
February-June 2025	Community Engagement and Concept Development
July 2025	City Council Concept Approval
July – Sept 2025	Prepare Bid Specification
October 2025	Initiate Bids
Spring 2026	Construction Begins
August 2026	Construction Completed

5.0 USE OF CITY RESOURCES

5.1 – Use of City Resources for the RFP Preparation

All information requests shall be directed to the City’s Project Manager as detailed in Section 7.0 of this request for proposal. All Consultants should note that directly contacting other City of Dubuque staff or any of the Selection Committee members shall be considered inappropriate and grounds for disqualification.

5.2 – Materials Available for RFP

A utility map and current and historic aerial photographs of the site are available and are shown in Appendix E.

The HMD Open Space has been identified as part of the Historic Millwork District Master Plan. The following are links to the 2009 & 2024 master plans.

2009 Plan: <https://www.cityofdubuque.org/DocumentCenter/View/45950/Millwork-District-Master-Plan->

2024 Plan: <https://www.cityofdubuque.org/116/Historic-Millwork-District-Revitalizatio>

The following is a link to environmental soil reports that have been conducted on the site.

<https://cityofdubuque.sharefile.com/d-sfccdaf5bf50e4313b8d33836f8ed6911>

5.3 – City Resources Available to the Selected Consultant

The City will make its GIS mapping and data analysis capabilities available for this project as well as staff contact/resources persons in the Planning Services Department.

6.0 INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal should address all the points outlined in this RFP excluding any cost information which shall be included in a separate file labeled “Project Cost Estimate”. The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant’s capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager’s the name, address, telephone number, and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

Profile of Firm

Provide general information about the Firm, along with its area of expertise and experience as it relates to this RFP. Describe the experience and success of the Firm in performing similar projects. State the size of the Firm, the size of the Firm’s professional staff, and the location of the office from where the work on this project will be performed.

Discuss the Consultant’s ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with subconsultants.

Scope of Services

Describe the means, methodology, and/or strategy by which the Consultant would satisfy the scope of services for the currently approved budget as listed in Section 3.3 as well as what process and outcomes the consultant would suggest to make the project successful.

Include a basic work plan for each strategy that delineates the Consultant's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in Section 4.0 of this RFP. The Consultant should indicate in the work plan all the aspects that might be completed by City staff. This is especially important for expectations of city staff related to any proposed community engagement and community engagement strategies.

Highlight any parts of the work plan that will reflect the Consultant's unique philosophy, work experience, or insight regarding its approach to this project and how this approach positively impacts the successful completion of the project. This is the Consultant's opportunity to convey ideas and concepts with respect to the goals outlined in the scope of services.

Project Team Qualifications

Provide the names of all members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide their qualifications and experience. Include any relevant training, continuing, and professional education or certifications.

Include a flow chart that shows the communication path between the City and Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all subconsultants staff on the project team flow chart.

Provide the name and location of other sub consulting firms that would be used by the Consultant during the project and the approximate percentage of the work that would be performed by each of these firms. Provide the qualifications and experience of all subconsultant staff working on the project.

In submitting the Proposal, the prospective Consultant represents that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix C 3 "Substitution of Project Team Members".

Describe the experience and success of the project team members proposed for the Dubuque project, in performing similar projects. Specifically list any experience and success completing engagement practices beyond typical, park, outdoor community space, and playground design for municipalities like Dubuque.

Include at least three (3) client references (including individual contact names and telephone numbers) for similar projects that have been completed by the Firm in the last five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the referenced projects.

Understanding of Final Contract Terms

The Proposer should provide a statement that indicates they have read and understand Appendix C – “City of Dubuque Contract Terms and Conditions” and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in the submitted Proposal.

Certificate of Insurance

The Consultant should provide a statement indicating the ability to meet the City’s insurance requirements for professional services. (See attached Insurance Schedule J – Appendix D.) Submittal of insurance documents as part of this RFP is not required.

Litigation

Provide litigation information, if applicable.

Proposed Project Schedule

Provide a project schedule for the project. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project. Products should be delivered in an electronic format compatible with city computer software and hardware.

Fees and Compensation – TO BE IN A LABELED SEPARATE FILE SUBMISSION

Provide a proposed fixed cost, plus reimbursable expenses budget for each strategy proposed to complete the requested scope of services. Breakdown costs by major scope element and include a list of hourly rates for personnel assigned to the project.

Contract

A proposed contract for services must be included in the submittal. The proposed contract is not included in the page count for the proposed submission.

Quotation of fees and compensation shall remain firm for a period of at least 90 days from the RFP submission deadline.

Ensure the separation of the proposed budget from the other portion of the RFP submittal. Initial screening will be done without knowing the Consultant's proposed fee for services.

7.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, or other technical questions, please submit an email with your requests to the City’s designated Project Manager. The City has

used considerable efforts to ensure an accurate representation of information in this RFP. Each Proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this proposal must be received on or before 1:00 p.m. CT on October 23, 2024. Any Addendum will be released through the city’s bidding system where this RFP was released. All inquiries received after this date will not be answered. When submitting a question to the Project Manager, please include the appropriate Consultant contact information. All questions must be sent in an email and include Historic Millwork District Outdoor Community Space in the subject line.

From the date of issuance of the RFP until final City action, the Proposer shall not discuss the RFP with or contact any other City of Dubuque or any of the Selection Committee members except as expressly authorized by the City Project Manager identified in this section (Section 7.0). Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Consultant’s proposal.

Project Manager contact information is as follows:

Wally Wernimont, Planning Services Director
City of Dubuque
Planning Services Department
City Hall – 50 W. 13th Street
Dubuque, IA 52001

Phone: 563-589-4210
E-mail: wwernimo@cityofdubuque.org

8.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely.

PROPOSAL SUBMITTAL INFORMATION

- Questions Submittal Deadline: October 23, 2024, before 1:00 pm. CT
- Proposal Submittal Deadline: October 30, 2024, before 1:00 p.m. CT
- Digital Submittal Location: wwernimo@cityofdubuque.org and planning@cityofdubuque.org
- Submittal Copies: Proposal: One (1) electronic (.pdf) copy
Fees: One (1) electronic (.pdf) copy

The proposal and fees must be submitted in separate submission documents and clearly marked as “Proposal” and “Fees”.

Submit one (1) signed electronic .pdf version of the proposal to the digital submittal location Sharefile address listed above labeled **Historic Millwork District Outdoor Community Space Design, Development, and Construction Management Services proposal** and one (1) signed electronic .pdf version of the fees labeled **Historic Millwork District Outdoor Community Space Design, Development, and Construction Management Services Fees**.

The proposal must be a document of not more than twenty (20) numbered 8-1/2 x 11-inch pages, except for the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, the front and back covers and the separately submitted cost proposals, or the proposed contract. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 20 numbered pages will not be considered.**

Each addendum must be acknowledged in the Letter of Transmittal by providing the addendum number, title, and date. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant's responsibility to ensure that you have received all addendums to this RFP before submitting the proposal.

The original proposal document shall be signed by an officer of the Firm who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for possible disqualification.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered and will be returned unopened to the Proposer. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by Firms that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

The City of Dubuque appreciates your time and consideration of this RFP.

Sincerely,

Wally Wernimont
Planning Services Director
City of Dubuque

***Historic Millwork District Outdoor
Community Space
Design, Development, and
Construction Management Services
City of Dubuque, Iowa***



***Consultant Professional Services
Request for Proposal***

October 8, 2024

Appendix A

Consultant Evaluation and Selection Process

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select Firms for placement on the consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a proven track record in the preparation of park/community gathering outdoor space/plaza design and improvement plans or similar:
 - a. Qualifications and experience of the Consultant and any subconsultants and track record of the firms experience with subconsultants if a joint venture.
 - b. Demonstration of the professional expertise and technical abilities of the project team members.
 - c. Experience of Consultant working on municipal park/community gathering outdoor space/plaza projects in Iowa.
 - d. Experience of the project team working with the public and other project stakeholders in preparing plans for park/community gathering outdoor space/plaza facilities & amenities.
 - e. Overall success of past projects completed for the City of Dubuque.
 - f. Proven track record in a park/community gathering outdoor space/plaza development through construction.
 - g. Experience of project team in working with the public and other stakeholders in preparing plans for park facilities and playgrounds.
2. Community engagement strategy proposed and experience in community engagement processes especially with marginalized populations.
3. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives.
4. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project including but not limited to initiative, motivation, and knowledge of the City of Dubuque.
 - b. Creativity and problem-solving ability.
5. Proposed schedule required to complete project.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A selection committee may choose to interview none, one, or all the short-listed Consultants. Both the original submitted proposal and the results of the Consultant interview if needed will be used to select the final Consultant for the project. The following criteria are among those that will be used to evaluate the Consultants on the shortlist.

1. A high level of professional competence and a proven track record in the preparation of park/community gathering outdoor space/plaza improvement plans or similar:

- a. Qualifications and experience of the Consultant and any sub-consultants and track record of the firms experience with subconsultants if a joint venture.
 - b. Demonstration of the professional expertise and technical abilities of the project team members.
 - c. Experience of Consultant and project team working on municipal projects in Iowa and working with the public and other project stakeholders in preparing plans for outdoor community space and park facilities.
 - d. Overall success of past projects completed for the City of Dubuque.
2. Experience with developing and implementing community engagement process.
 - a. Community engagement strategy proposed and experience in community engagement processes especially with marginalized populations.
 - b. Manage expectations during the planning process of the concept plan vs. the budget available and/or engaging processes that consider private partnerships in funding.
3. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives in the completion of all services required within this RFP.
4. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project including but not limited to initiative, motivation, and knowledge of the City of Dubuque..
 - b. Creativity and problem-solving ability.
5. Proposed schedule required to complete all projects.
6. Cost of the Historic Millwork District Outdoor Community Space Design, Development, and Construction Management Services for the City of Dubuque in relationship to the services offered and duties outlined for city staff time and resources.
7. Results of interview process (if interview(s) are conducted)
8. Information from References
 - A. Responsiveness and compatibility between the Consultant and City:
 - a. General attitude and ability to communicate.
 - b. Ability of the Consultant to maintain a high level of direct interaction and communication with City staff.
 - c. Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - d. How the Consultant team interacts with the general public, managing expectations of a steering committee, City staff, and public officials.

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the completion of the evaluation of the proposals, the RFP Selection Committee will recommend to the City Manager or City Council the awarding of a contract to the highest

ranked Consultant. The Selection Committee will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

After authority is granted to negotiate an agreement and execute a contract with a Consultant, the Consultant shall prepare an industry standard Work Breakdown Structure (WBS) to reflect the Firm's approach to the completion of the project. The WBS, at a minimum, should include work tasks for each of the components outlined in the RFP, a separate line item for each deliverable, and list project management as a separate task. No individual task on the WBS shall have a total value exceeding \$10,000. The Consultant shall indicate in the WBS the work tasks that will be completed by City staff.

The format of the WBS shall summarize the fixed fee for each task listed, plus individually list in separate section any associated reimbursable expenses that would specifically relate to this project. A sample format of a WBS can be obtained from the City if desired.

Once the selected Consultant has prepared the WBS, the City and the Consultant will meet and the final scope of work for the project will be negotiated by joint revision to the WBS in order to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by City staff, work reassignment to different project team members, and the addition or elimination of tasks may be modified on the WBS to achieve the best overall results for project.

The selected Consultant shall be responsible for updating the WBS to reflect any changes that were agreed to during negotiations. After the final scope of services has been determined, a design fee has been negotiated, and the WBS has been finalized, the Consultant shall incorporate the WBS into the contract documents being prepared for signature.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offerer. Otherwise, negotiations with the offerer ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on until a contract can be negotiated that is acceptable to the City.

Upon the successful completion of contract negotiations, the selection committee shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will decide to execute the contract or request the Dubuque City Council make a final determination to award and execute the contract with a consultant.

Payment for Work: The Consultant awarded the contract shall be paid once a month. The invoiced amount shall be based on the Earned Value of the percent work completed as reported on the most recently updated and submitted WBS.

***Historic Millwork District Outdoor
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City of Dubuque, Iowa***



***Consultant Professional Services
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Appendix B

RFP Rules and Protest Procedure

RFP RULES AND PROTEST PROCEDURE

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager or City Council has recommended that a contract be negotiated with the recommended Firm. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

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Appendix C

City of Dubuque Contract Terms and Conditions

CITY OF DUBUQUE CONTRACT TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

1. CONSULTANT'S ENDORSEMENT ON PLANS.

The **Consultant** shall endorse the completed computations prepared under this Agreement and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the **Consultant**. These personnel may also be changed for other reasons however, in either case, the **City** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Dubuque.

4. INSURANCE.

Consultant shall always, during the performance of this Agreement, provide insurance as required by the attached Insurance Schedule.

5. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City** from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Consultant**, **Consultant's** subcontractor, or anyone directly or indirectly employed by **Consultant** or **Consultant** subcontractor or anyone for whose acts **Consultant** or **Consultant's** subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6. ERRORS & OMISSIONS.

If the work product prepared by the **Consultant** is found to be in error and revision or reworking the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **City**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be constructed as a limitation of the **City's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

7. OWNERSHIP OF ENGINEERING DOCUMENTS.

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **City** and shall be delivered to the **Project Manager** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitations on their future use by the **City**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **City's** sole risk and without liability or legal exposure to the **Consultant**.

The **City** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **City** upon completion of the services and payment in full of all moneys due to the **Consultant**.

The **City** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed an Attachment of the contract. Any change to these specifications by either the **City** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

The **City** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

The **City** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

8. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the Planning Services Director and approved by the **City**.

***Historic Millwork District Outdoor
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City of Dubuque, Iowa***



***Consultant Professional Services
Request for Proposal***

October 8, 2024

Appendix D

Insurance Requirements

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. Consultant shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

City of Dubuque Insurance Requirements for Professional Services

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

***Historic Millwork District Outdoor
Community Space
Design, Development, and
Construction Management Services
City of Dubuque, Iowa***

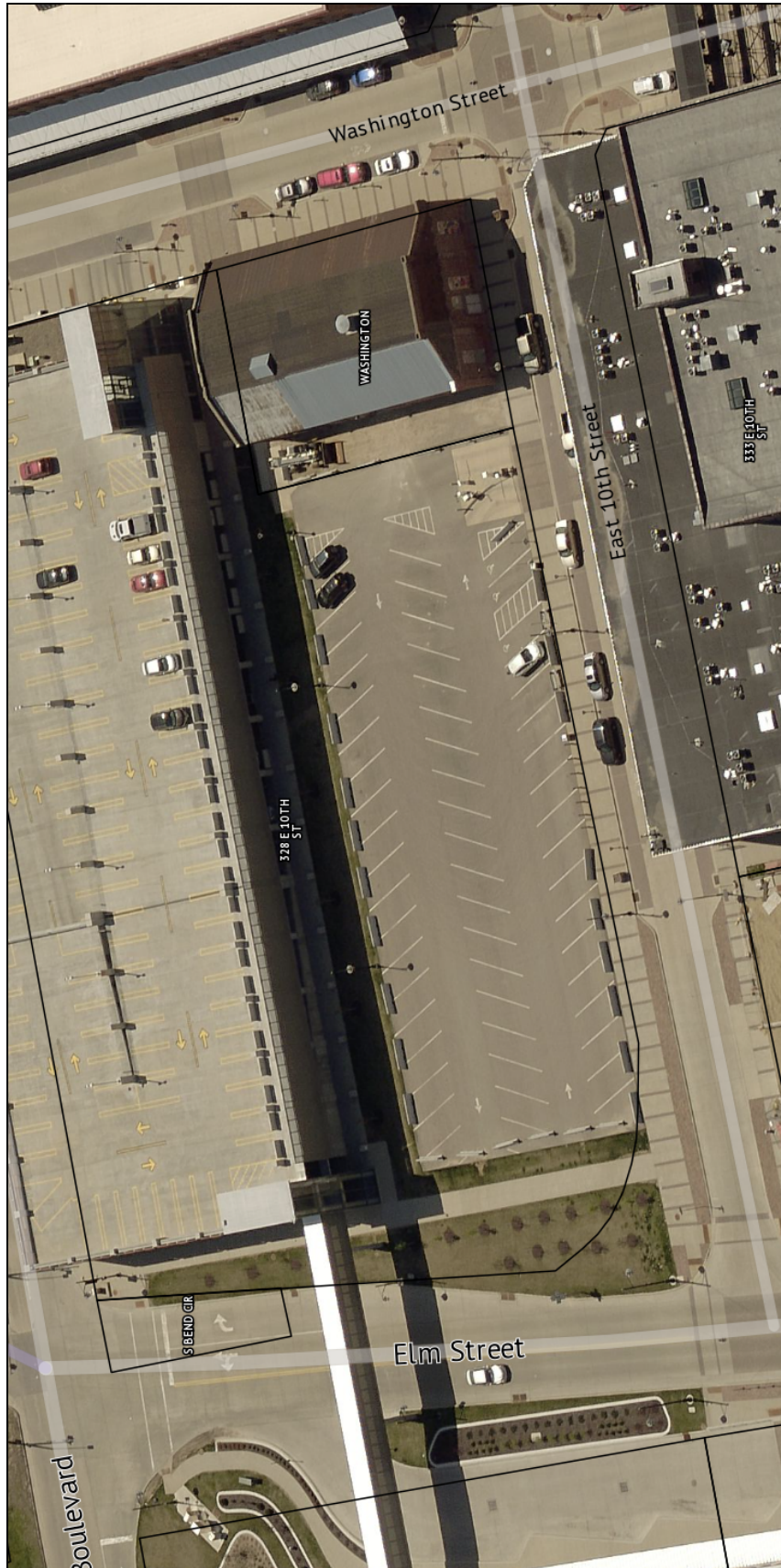


***Consultant Professional Services
Request for Proposal***

October 8, 2024

Appendix E

Project Related Data



2016 Pictometry Image Looking South

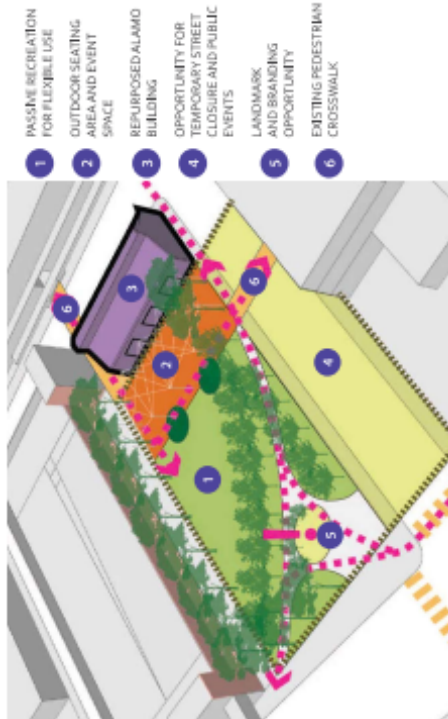
BUILT ENVIRONMENT

PRIORITY PROJECT Bra: Design and construct a Community Space adjacent to the Alamo Building

Throughout the gathering of public input, some of the most common terms that were brought up were, "green", "community", "public art" and "performance space". While these amenities could be provided within some of the existing buildings, the plan recommends creation of a prominent, year-round, community space adjacent to the Alamo Building to serve as the heart of the District.

In contrast with the ample square footage inside the buildings of this district, there is relatively little available outdoor space to provide a sizeable community gathering space required to accommodate so many of the amenities requested by the people of Dubuque. The only outdoor site in the Historic Millwork District with appropriate scale, visibility, and adjacent context is the existing surface parking lot to the east of the Alamo Building. While this lot is currently utilized, parking does not provide the most public good to the District at this location. The ongoing parking study has also identified multiple alternative solutions to provide additional parking in the District if this lot were no longer available.

This outdoor community space is an opportunity to provide the District with a luminous, vibrant, verdant, public "face" that highlights not only the District brand, but the intention of the District to be a destination for tourists and residents alike. It could facilitate a variety of programming throughout the year such as a winter pop-up ice rink, concerts and performances, food truck festivals, craft markets, and arts and culture events. Green infrastructure and other built features to support active and passive recreation opportunities will activate the space on a daily basis, and provide a comfortable urban oasis for District visitors and residents.



Note: Community space rendering is a preliminary concept. Additional design study including a robust public input process should be included in the next stages of design to to take space programming based on community input and feedback.

A Community Space (and redevelopment of remaining buildings) are the two most catalytic projects in the Plan. As shown in the *Executive Summary*, a Community Space supports and catalyzes many other projects and programs within the Alamo Building District, assets and mitigates its liabilities.

The City has allocated funds for the Park, however it is **body additional funds** will be needed to ensure the park has the features and amenities needed to be support year round programming, community gathering, and the range of activities envisioned by the community.

It is important that this space be a public asset **for all** of Dubuque, as a destination for **all** and a community wide asset it will help the growth, vibrancy and serendipity of the District.

In order to move this recommendation forward the City should issue an RFP for Design Services for Schematic Design of Community Space. RFP scope should include:

- Environmental study to determine subsurface conditions and constraints.

- Public and private stakeholders
- Robust public input from the broad community
- Estimate of probable cost
- An Implementation strategy (phasing and funding)
- Any operations and maintenance plan.

Precedent Imagery
Space will be a consideration for the design of this public space. Activating the space with community events, local performances, and scheduled food truck events can provide existing residents and visitors new experiences and a reason to spend time together outdoors.



Klyde Warren Park - Dallas TX



City Line - North Dallas, TX



P.J. Laski Park - Northampton, MA



Kaiser Plaza - St. Louis, MO

HISTORIC MILLWORK DISTRICT

Historic Millwork District Master Plan Update Dubuque, Iowa

Executive Summary

Recommendations: BUILT ENVIRONMENT

Recommendations: ECONOMY

Recommendations: CULTURE

Implementation



Google Street view looking southwest from Elm & E. 10th Streets



Google Street view looking southwest E. 10th Street



Google Street view looking west from Elm Street



Google Street view looking east from Washington Street

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	Public Safety Software Recommendation
SUMMARY:	City Manager recommending City Council approval to enter into a contract with CentralSquare Technologies for public safety software for the City of Dubuque and its partner public safety agencies and give authorization to the Mayor to sign the contract.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

- 1. MVM Memo
- 2. Staff Memo Requesting Public Safety Software Contract With CentralSquare
- 3. CST Signed - Dubuque Police Department - Solutions Agreement - MSA - 08012024bal - Clean Final TBE - 8.27.2024

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Safety Software Recommendation

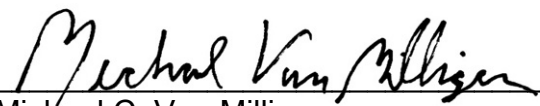
DATE: October 2, 2024

Chief of Police Jeremy Jensen is recommending City Council approval to enter into a contract with CentralSquare Technologies for public safety software for the City of Dubuque and its partner public safety agencies and give authorization to the Mayor to sign the contract.

The City of Dubuque and Dubuque County agreed to again partner for this software replacement project. The total cost of the project will be split evenly between the City of Dubuque and Dubuque County. Total cost of the project was estimated at \$3 million. As part of the FY25 budget process, the Dubuque City Council approved up to \$1.5 million dollars to cover the City of Dubuque's portion of the project.

CentralSquare has given a quote of \$2,006,980.11 as the total cost of the replacement project. The cost will be split 50/50 between the City of Dubuque and Dubuque County. The cost to the City of Dubuque is \$1,003,490.06 and will cover all departments of the City using the system (Police, Fire, and 911). The annual recurring subscription cost is \$376,372.16 starting in FY26. This is also split 50/50 between the City and the County

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
Harley Pothoff, Dubuque County Board of Supervisors Chair
Joseph Kennedy, Dubuque County Sheriff



TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

SUBJECT: Public Safety Software Recommendation

DATE: September 30, 2024

INTRODUCTION:

This memorandum recommends the City of Dubuque enter into a contract with CentralSquare Technologies for public safety software for the City of Dubuque and its partner public safety agencies.

BACKGROUND:

In 2014, the Dubuque Police Department, the 911 Emergency Communications Center, and the Dubuque County Sheriff's Office began using Sungard public safety software for the Report Management System (RMS), Jail Management System (JMS) and Computer Aided Dispatch (CAD). Since 2014 there have been astronomical changes in software technology. The current system is no longer supported as the company had been bought out and the technology was outdated. Based upon the ever-changing environment and needs, it was determined that a new software and software vendor should be acquired.

The City of Dubuque and Dubuque County agreed to again partner for this software replacement project. The total cost of the project will be split evenly between the City of Dubuque and Dubuque County. Total cost of the project was estimated at \$3 million. As part of the FY25 budget process, the Dubuque City Council approved up to \$1.5 million dollars to cover the City of Dubuque's portion of the project.

A committee was formed consisting of representatives from the Dubuque Police Department, the Dubuque Fire Department, City of Dubuque Information Services, 911 Emergency Communications Center, and the Dubuque County Sheriff's Office. A Request for Proposal (RFP) for the project was released in September 2023. Six (6)

vendors submitted responses. Responses were reviewed by the committee, and two (2) vendors were invited to Dubuque for product demonstrations. These two vendors were picked as they both had proposals to cover the three major areas of need (RMS, JMS, CAD). The two vendors selected for demonstrations were CentralSquare Technologies and Tyler Technologies.

Committee members then conducted additional research into the companies, which included contacting other agencies using their products. Conference calls, video conferencing and site visits were conducted. The agencies consulted were the Arapahoe, TX Police Department, the Wichita Falls, TX Police Department, and the Des Moines, IA Police Department. Agencies were selected which were using the vast majority of the systems the City of Dubuque and Dubuque County would be using. Additionally, the agencies had to be fully operational or close to fully operational with the systems. Also, consulting agencies needed to have gone through a data migration from an old system to one of the vendors.

After product demonstrations, research and interviews, the committee met and selected CentralSquare Technologies to be the provider of the replacement public safety software.

CentralSquare has given a quote of \$2,006,980.11 as the total cost of the replacement project. The cost will be split 50/50 between the City of Dubuque and Dubuque County. The cost to the City of Dubuque is \$1,003,490.06 and will cover all departments of the City using the system (Police, Fire, and 911). The annual recurring subscription cost is \$376,372.16 starting in FY26. This is also split 50/50 between the City and the County.

The City of Dubuque Legal Department has reviewed and approved the contract language as submitted with this memo.

CONCLUSION & RECOMMENDATION

Based upon the RFP, selection process and contract negotiations, I am recommending that the City of Dubuque enter into a contract with CentralSquare Technologies to be the provider of replacement public safety software.

ACTION REQUESTED:

Review and signing of the contract with CentralSquare Technologies.

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the City of Dubuque c/o **Dubuque Police Department, IA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Superior, LLC, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the Superior Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superior Software products, services, and contractual obligations; and

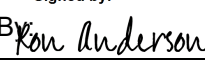
WHEREAS, Customer desires to discontinue use of the Superior Software products and upgrade to the CentralSquare Software solution identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superior Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Dubuque c/o Dubuque Police Department
1000 Business Center Drive Lake Mary, FL 32746	50 W. 13th St., City Hall, Dubuque, IA , 52001-4864
Signed by: By 	By:
Print Name: Ron Anderson	Print Name:
Print Title: Chief Sales Officer	Print Title:
Date Signed: 8/27/2024	Date Signed:

Solution: PSJ Enterprise

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five

(5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
 - 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
 - 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
 - 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
 - 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
 - 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
 - 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
 - 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
 - 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

- 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. **License, Access, and Title.**

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.3. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. **Application Programming Interface "API".** If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. **Hardware.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

- 2.6. **Managed Services Hardware.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.
- 2.7. **Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal

Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law as determined by Customer's legal counsel.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. Disclaimer of Warranty. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

11. **Notices**. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSqua	CentralSquare Technologies, LLC
:	1000 Business Center Dr.

Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer:

City of Dubuque, Iowa c/o Dubuque Police Department
50 W. 13th St., City Hall
Dubuque, IA 52001-4864
Phone: 563-543-0163
Email: smoore@cityofdubuque.org
Attention: Stacey Moore

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific

requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.
- 14.4. Customer may also terminate for convenience, in whole or in part, with or without cause, at any time by providing thirty (30) days written notice. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset designated on Exhibit 1, with "(OP)". Should Customer terminate for convenience, in whole or in part, any cloud hosted subscription asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term. Should Customer terminate for convenience, in whole or in part, any third-party asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation. Exclusive venue for any action arising out of this Agreement shall be the Iowa District Court for Dubuque County.

17.5. This Agreement shall be interpreted and construed according to the laws of the State of Iowa.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. Insurance. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 and Insurance Schedule K (Certificate of Insurance (Evidence of Coverage)). CentralSquare shall include Customer as an additional insured on applicable insurance policies

provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, and at its sole cost, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
29. **Order of Precedence.**

- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
- Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Insurance Schedule K
 - Exhibit 5:** Statement of Work
 - Exhibit 6:** Using/Accessing Agency Guidelines
 - Exhibit 7:** Service Level Commitments
 - Exhibit 8:** Third-Party Terms and Conditions (if applicable)

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-147017

WHAT SOFTWARE IS INCLUDED?

CAD				
	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CentralSquare Message Switch (OP) Annual Subscription Fee	1	9,500.00	9,500.00
2.	Enterprise CAD Archive Server Software (OP) Annual Subscription Fee	1	1,100.00	1,100.00
3.	Enterprise CAD Disaster Recovery System (OP) Annual Subscription Fee	1	2,500.00	2,500.00
4.	Enterprise CAD GISLink Utility Position (OP) Annual Subscription Fee	1	2,200.00	2,200.00
5.	Enterprise CAD Mapping (OP) Annual Subscription Fee	10	200.00	2,000.00
6.	Enterprise CAD Mapping Test or Training (OP) Annual Subscription Fee	2	200.00	400.00
7.	Enterprise CAD Position (OP) Annual Subscription Fee	1	4,300.00	4,300.00
8.	Enterprise CAD Routing Server - Disaster Recovery (OP) Annual Subscription Fee	1	1,300.00	1,300.00
9.	Enterprise CAD Routing Server - Test or Trn. System (OP) Annual Subscription Fee	1	1,300.00	1,300.00
10.	Enterprise CAD Routing Server (OP) Annual Subscription Fee	1	8,100.00	8,100.00
11.	Enterprise CAD Server Software (OP) Annual Subscription Fee	1	13,000.00	13,000.00
12.	Enterprise CAD Situational Awareness Manager (SAM) (OP) Annual Subscription Fee	1	4,300.00	4,300.00
13.	Enterprise CAD Test or Training System (OP) Annual Subscription Fee	1	2,500.00	2,500.00
14.	NCIC/State Query Position for Enterprise CAD (OP) Annual Subscription Fee	10	200.00	2,000.00

CAD Software Total 54,500.00 USD

CAD INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
15.	Enterprise CAD Axon Evidence.com Data Extract (OP) Annual Subscription Fee	1	4,700.00	4,700.00
16.	Standard Alpha Numeric Paging Interface (OP) Annual Subscription Fee	1	3,900.00	3,900.00
17.	Standard ANI/ALI Interface (OP) Annual Subscription Fee	1	3,900.00	3,900.00
18.	Standard EMD Integration (OP) Annual Subscription Fee	1	200.00	200.00
19.	Standard Smart911 Interface (OP) Annual Subscription Fee	1	6,500.00	6,500.00
20.	Standard Station Alert/Printing (Rip-and-Run) (OP) Annual Subscription Fee	1	13,000.00	13,000.00
21.	Std Enterprise CAD to External Incident Data Transfer (OP) Annual Subscription Fee	1	6,500.00	6,500.00
22.	Std Enterprise CAD to External Incident Data Transfer (OP) Annual Subscription Fee	1	6,500.00	6,500.00

CAD Interfaces Software Total 45,200.00 USD

CRIMEVIEW

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
23.	CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	3,350.00
24.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	3,125.00

CrimeView Software Total 6,475.00 USD

HARDWARE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
25.	eGroup Miscellaneous Software License Fee	1	359,736.62	359,736.62

Hardware Software Total 359,736.62 USD

JMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
26.	Enterprise Jail Advanced (Agency Site License) Annual Subscription Fee	1	2,694.20	2,694.20

27.	Enterprise Jail Core (Agency Site License) Annual Subscription Fee	1	8,080.70	8,080.70
28.	Enterprise Jail Core Annual Subscription Fee	1	6,480.65	6,480.65
29.	Enterprise Jail Financial Core (Agency Site License) Annual Subscription Fee	1	0.00	0.00
30.	Enterprise Jail Financial Core Annual Subscription Fee	1	0.00	0.00
31.	Enterprise Jail NDEx Adapter (IB IEPD) Annual Subscription Fee	1	0.00	0.00
32.	Enterprise Jail Personnel Core (Agency Site License) Annual Subscription Fee	1	0.00	0.00
33.	Enterprise Jail Personnel Core Annual Subscription Fee	1	0.00	0.00
34.	Enterprise Jail Reporting Core Annual Subscription Fee	1	0.00	0.00
35.	Enterprise Jail Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	0.00
36.	Enterprise Jail Time Synchronization Interface Annual Subscription Fee	1	0.00	0.00

JMS Software Total 17,255.55 USD

JMS INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
37.	Enterprise Jail Commissary Interface (Export) Annual Subscription Fee	1	1,927.96	1,927.96
38.	Enterprise Jail Guard1 Interface (Import and Export) Annual Subscription Fee	1	5,891.50	5,891.50
39.	Enterprise Jail Inmate Phone Interface (Export) Annual Subscription Fee	1	1,927.96	1,927.96
40.	Enterprise Jail LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	2,559.80	2,559.80
41.	Enterprise Jail VINE Interface (Export) Annual Subscription Fee	1	1,927.96	1,927.96

JMS Interfaces Software Total 14,235.18 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
42.	Enterprise Mobile Base Position (OP) Annual Subscription Fee	18	300.00	5,400.00
43.	Enterprise Mobile Base Position w/ CJIS/NCIC Forms (OP) Annual Subscription Fee	125	400.00	50,000.00
44.	Enterprise Mobile Disaster Recovery System (OP) Annual Subscription Fee	1	2,300.00	2,300.00

45.	Enterprise Mobile Mapping (OP) Annual Subscription Fee	143	100.00	14,300.00
46.	Enterprise Mobile Mapping Test or Training (OP) Annual Subscription Fee	1	100.00	100.00

Mobile Software Total 93,800.00 USD

RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
49.	CentralSquare Message Switch (OP) Annual Subscription Fee	1	9,500.00	9,500.00
50.	Enterprise RMS Accident (OP) Annual Subscription Fee	1	5,600.00	5,600.00
51.	Enterprise RMS Concurrent User License (OP) Annual Subscription Fee	80	600.00	48,000.00
52.	Enterprise RMS Disaster Recovery System (OP) Annual Subscription Fee	1	1,700.00	1,700.00
53.	Enterprise RMS Evidence and Barcoding (OP) Annual Subscription Fee	1	5,600.00	5,600.00
54.	Enterprise RMS GIS (With CAD) (OP) Annual Subscription Fee	1	0.00	0.00
55.	Enterprise RMS NIBRS Module (OP) Annual Subscription	1	10,800.00	10,800.00
56.	Enterprise RMS Reporting Server License (OP) Annual Subscription Fee	1	1,100.00	1,100.00
57.	Enterprise RMS Server Software (OP) Annual Subscription Fee	1	15,100.00	15,100.00
58.	Enterprise RMS Test or Training System (OP) Annual Subscription Fee	1	1,700.00	1,700.00
59.	NCIC/State Software Enterprise RMS Concurrent User (OP) Annual Subscription Fee	8	200.00	1,600.00
60.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00	5,000.00

RMS Software Total 105,700.00 USD

RMS INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
61.	Standard Axon Evidence.com Integration (OP) Annual Subscription Fee	1	4,100.00	4,100.00
62.	Standard BEAST Evidence Importer (OP) Annual Subscription Fee	1	5,500.00	5,500.00
63.	Standard BEAST Evidence Publisher (OP) Annual Subscription Fee	1	4,100.00	4,100.00

RMS Interfaces Software Total 13,700.00 USD

SOFTWARE SUMMARY

Software Total		710,602.35 USD
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WHAT SERVICES ARE INCLUDED?

HARDWARE

DESCRIPTION	TOTAL
1. eGroup Installation Services - Fixed Fee	48,800.00
Hardware Services Total	48,800.00 USD

SERVICES

DESCRIPTION		TOTAL
2.	Public Safety Consulting Services - Fixed Fee	173,160.00
3.	Public Safety Data Conversion Services - Fixed Fee	242,385.00
4.	Public Safety GIS/Analytics Services - Fixed Fee	59,280.00
5.	Public Safety Project Management Services - Fixed Fee	142,935.00
6.	Public Safety Technical Services - Fixed Fee	161,070.00
7.	Public Safety Training Services - Fixed Fee	40,365.00
8.	Public Safety Travel & Living Expenses Estimate	46,000.00
Services Services Total		865,195.00 USD

SERVICES SUMMARY

Services Total		913,995.00 USD
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WHAT HARDWARE IS INCLUDED?

HARDWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. eGroup Miscellaneous Hardware	1	252,646.01	252,646.01
2. Shipping & Handling	1	5,052.92	5,052.92
3. System Integration Fee - HW Hardware	1	99,177.39	99,177.39

Hardware Hardware Total 356,876.32 USD

JMS HARDWARE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
4.	Enterprise Jail Production Server Annual Subscription Fee	1	9,548.79	9,548.79
5.	Enterprise Jail Training/Testing Server Annual Subscription Fee	1	7,285.62	7,285.62
6.	Enterprise Jail Warm Standby Server Annual Subscription Fee	1	8,672.03	8,672.03
JMS Hardware Hardware Total				25,506.44 USD

HARDWARE SUMMARY

Hardware Total	382,382.76 USD
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QUOTE SUMMARY

Software Subtotal	710,602.35 USD
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Services Subtotal 913,995.00 USD

Hardware Subtotal	382,382.76 USD
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Quote Subtotal 2,006,980.11 USD

Quote Total 2,006,980.11 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	376,372.17
FIRST YEAR RECURRING SERVICES TOTAL	

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

PAYMENT TERMS

Travel & Living Expenses

- Due as Incurred

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year.

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centralsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer

by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centalsquare.com/s/contact-us

Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centralsquare.com/s/contact-us
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7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.

Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
- 9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 10. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 11. Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 12. Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3

CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Insurance Schedule K

INSURANCE SCHEDULE K

1. CentralSquare shall furnish annually a signed Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificates shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. E.g. Agreement dated _____.
2. authorized to do business in Iowa and all carriers shall have a rating of A- or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the Finance department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If provider's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE K (continued)

Exhibit I

A) TECHNOLOGY PROFESSIONAL LIABILITY \$5,000,000

☒ Yes ☐ No

Coverage to include:

- 1) Errors and omissions, lost data and restoration and damages arising from incidents resulting from a failure of computer security to prevent a security breach.
- 2) Libel, slander, defamation, product disparagement, false arrest, detention, imprisonment, invasion of, or interference with right of privacy, plagiarism, piracy, misappropriation of name or idea, trespass, dilution or infringement of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name, and infliction of mental or emotion illness, anguish injury or distress from the incidences mentioned here in.
- 3) The unauthorized taking or use or unintentional disclosure of Personally Identifiable Information or a confidential and proprietary business trade secret.
- 4) The unintentional failure to timely disclosed an unauthorized taking or use or disclosure of Personally Identifiable Information in violation of any Breach Notification law.
- 5) The unintentional violation of the named insured's privacy policy that directly results in a violation of any privacy law.
 - a) Provide evidence of coverage for 3 years after completion of project

B) CYBER LIABILITY/DATA BREACH \$5,000,000

Coverage for First- and Third-Party liability including by not limited to lost data and restoration, loss of income and cyber breach.

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT 5
Statement of Work
(Attached)

CENTRALSQUARE
STATEMENT OF WORK
PSJ - Enterprise

Dubuque PD, IA

Version 10.0

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External Version - Document Control

Date	Version	Details/Changes	Author
4-16-24	1	Initial SOW	Ann Marie Newton
4-30-24	2	1)- Section 4.2/System Installation: Added in sections that are applicable to client providing their own hardware, rather than CST. 2)- Section 4.2.5.2: Moved CentralSquare Responsibilities to come before Customer Responsibilities. 3)- Section 4.5.2: Added MobileX Enterprise Configuration. 4)- Section 4.6.2: Added Records Enterprise Pre-Configuration and Review. 5)- Section 4.7.2/Jail Admin: Changed one instance of Jail 6 to Jail Enterprise. 6)- Section 4.7.2/Jail Admin: Duration- Added 'contingent upon Jail modules'. 7)- Section 4.7.4/Jail FAT: Duration- Changed to 'As noted in Appendix Y – Workshop and Training Summary'. 8)- Section 4.7.6/Jail End User Training: Duration- Changed to 'As noted in Appendix Y – Workshop and Training Summary'. 9)- Section 4.7.7/Jail Reports Training: Duration- Changed to 'As noted in Appendix Y – Workshop and Training Summary'.	Ann Marie Newton

		10)- Section 8.1: Removed 'Customer Success Manager (CSM)' and replaced with 'Support'. 11)- Appendix B: Accepted client redline 'Comtech'. 12)- Appendix B: Vendor field, removed 'RapidSOS from Rave Smart911'. 13)- Appendix B: Added CAD RapidSOS interface. 14)- Appendix B: Inserted interface document name for TraCS Citation and Crash Import interface, noted that we need to remove 'Black Hawk ' from the OSD. 15)- Appendix B: Added RMS Beast Evidence, Mugshot Importer, Axon Evidence.com Link interfaces. 16)- Appendix C: Go-Live Requirement: Added a note 'Custom interfaces are typically delivered post go-live, development would not start until a contract is executed. Made Product Management aware that interface is desired for go-live. Added that Raycom is their vendor. 17)- Appendix D: Added Jail Enterprise Provider. Changed 'Customer Providers' to 'Custom Provider'. 18)- Appendix E: Added language for inclusion of Subcontractor SOW for White Box Technologies for data conversion. 19)- Appendix Y: Changed 'Records Enterprise Pre-Configuration Questionnaire' to 'Records Enterprise Pre-Configuration and Review'. Added a note that Civil and Warrants training is for the SO only. Added Jail Enterprise Administration and Review Workshop. Added Jail Enterprise Functional Acceptance Testing. Noted that Jail End User training needs to be changed to Train-the-Trainer, per client request. Added the CAD, Mobile, Records Enterprise System Administration Training class at 3 days, remote. 20)- Appendix Z: Deleted CentralSquare data conversion language for CAD and RMS. Added RMS and Jail modules desired for conversion per the 4-29-24 data conversion scoping call. Added table to capture Dyersville PD, IA data conversion modules.	
4-30-24	3	Call with client on 4-30-24 to review all edits made in version 2. We accepted only 'minor' redlines changes (such as typos) as client would like an opportunity to review all changes.	Ann Marie Newton
5-2-24	4	1)- Accepted all changes noted in version 2 dated 4-30-24. SOW redline review call with client on 5-2-24, reviewed items 2 – 6 below. 2)- Appendix B: Added Standard External to CAD Enterprise-Premise interface for vendor First Due. Added Standard CAD to External Incident Data Transfer for vendor Fire Recovery. EMD: Confirm PowerPhone or Pro QA. Client confirmed ProQA. Confirm if interested in PulsePoint. Added Jail Guard1 Interface.	Ann Marie Newton

		3)- Appendix C: Go-Live Requirement: Customer requires the interface be available for Go-Live. Development work is contingent upon contract execution, Customer approved Operational Scenario Document (OSD), and scheduling of resources. Added clarifying comment that the OSD must be signed before interface development work begins. 4)- Appendix E: Deleted eGroup as a subcontractor. 5)- Appendix Y: Client confirmed that CST will provide Jail End User training, rather than train-the-trainer. 6)- Appendix Z: RMS DC: Client to confirm up to 10 years of historical data is to be converted. Client confirmed 10 years. Added 'Definition of Module' for the newly added modules. Follow up call is needed.	
5-8-24	5	Call with client on 5-8-24 to review all edits made in version 5. 1)- Section 1.1: Added introductory paragraphs for client review. 2)- Section 4.2.5.4: Added a comment that client uses Dell-RecoverPoint. 3)- Section 4.4.3.2.2: Added Customer responsibility (bullet b) to provide ESRI ArcGIS Pro licenses, version 2.9. (Client has ESRI now). 4)- Section 4.7: Add Jail modules that are part of this contract: Advanced (site license), Core (site license), Financial Core (site license), Personnel Core (site license), Reporting Core. Add on Administration (Core) to quote. 5)- Appendix B: Instances Contracted- added 'Test/Train' for the CAD and RMS interfaces, except PulsePoint (SQL view). Noted to include the following CAD interfaces in the quote: Standard External to CAD Enterprise- Premise and also added vendor ESO, Standard CAD to External Incident Data Transfer- Fire Recovery, and PulsePoint. Station Alert interface- added a note that there are differences in functionality (OS and Enterprise), provided the ICD for client review. BEAST Evidence- per the RMS interface scoping call on 5-3, the decision was made to remove this interface as the client did not see value in it. Mugshot Importer: revisited this interface after the RMS interface scoping call and determined it is not needed. The integration between RMS and Jail does include mugshots. Jail Time Synchronization Interface- updated the interface description. Noted to include the Guard1 interface. 6)- Appendix C: Changed Raycom to Racom. Added the Livescan/AFIS interface and the Axon Link for Jail Enterprise- both are under evaluation by CST. 7)- Appendix Z: RMS DC: Added 'Other Event' to Gang. Removed references to 'Other Events Module: Maximum twenty-five (25) fields. Per field pricing over twenty-five (25) fields'. Added notes	Ann Marie Newton

		for the modules that were reviewed on the May 7 RMS DC follow up call. Confirmed that Gun is summaries only. Added Concealed/Carry Weapon (CCW) for conversion. Added Vendor name- Shield Technology Corporation. Added Dyersville modules for conversion. Jail DC: Noted that the Personnel Advanced module / functionality is required in order to convert Personnel (training, certifications, recommendations).	
5-9-24	6	Accepted all redline edits and resolved comments per the review call with the client on 5-8-24.	Ann Marie Newton
5-10-24	7	New redlines/comments for client review: 1)- Appendix B: Citation/Crash: Added a note that an updated OSD will be provided to client during their implementation. 2)- Appendix C: Added a comment that CST is to provide FDD (Functional Description Document) to client. 3)- Appendix E: Added language to reference Appendix Z for the data conversion SOW. 4)- Appendix F: Added a new Appendix F to capture misc hardware to be provided by CST: Jail Enterprise camera package, qty of 2 and Records Enterprise Zebra desktop printer, qty of 1). 5)- Re-evaluated and updated some of the workshops/training classes based on updated vitals from client. 6)- Appendix Z: Added White Box data conversion summary, roles/responsibilities, assumptions/constraints, estimated key project milestones, source systems, target systems, in scope services, and out of scope services. Added a comment on RMS Sex Offender that generation of alerts is still under review. System Receipt is an open item as well.	Ann Marie Newton
5-16-24	8	1) Appendix Z: Removed Dyersville DC from scope 2) Appendix Y: Changed the hours of the Crimeview Admin class from 6 to 12 hours. 3) Appendix A: Added Receipts Feature development 4) Appendix C: Updated the language of the Mugshot Customization to the Jail Livescan interface 5) Appendix C: Removed the Custom Jail Axon Evidence.com Interface	Will Hayashi
5-22-24	9	1)- Accepted changes noted in versions 7 - 8, resolved open comments. 2)- Removed the draft watermark, FINAL SOW.	Ann Marie Newton
6-25-24	10	1)- Splitting out Test/Train into two (2) separate environments on the quote. 2)- Appendix B and Appendix C: Changed Test/Train to Test only.	Ann Marie Newton

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1 OVERVIEW

1.1 Statement of Work

CentralSquare and the Dubuque Law Enforcement Center (DLEC) are embarking on a collaborative initiative to enhance and streamline the data capture through the implementation of a comprehensive Computer Aided Dispatch (CAD), Mobile, Records Management (RMS), and Jail Management Solution (JMS). This project aims to migrate the existing ONESolution Suite to the Enterprise Suite that provides innovative technology for fast multi-agency, multi-discipline, and multi-jurisdictional with the most efficient and effective resource utilization capabilities.

The success of this project will be measured by the seamless integration of CAD, Mobile, RMS, JMS, and the effective collaboration with the CentralSquare Professional Services organization.

By achieving these objectives, this collaborative effort will empower DLEC with a state-of-the-art Public Safety Software Solution, facilitating improved incident management, enhanced coordination, and real-time data accessibility for informed decision-making.

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and Dubuque PD, IA (“Customer”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in [Appendix E – Subcontractor\(s\) Statement\(s\) of Work](#).

The framework of deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); User and Administrator Documentation and training materials.

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- **Agreement** refers to the CentralSquare Solutions Agreement.
- **API** is an acronym for Application Programing Interface. An API is a connection between computers or between computer programs. It is a type of software Interface, offering a service to other pieces of software. A document or standard that describes how to build or use such a connection or Interface is called an API specification. A computer system that meets this standard is said to implement or expose an API. The term API may refer either to the specification or to the implementation.
- **Change Order** is a collective term for communicating and approving all changes in project scope.
- **Codefiles** are the component fields within each product that define the data to be contained within each table.
- **Disaster Recovery (DR)** is the process of preparing for and recovering from a disaster. An event that prevents a workload or system from fulfilling its business objectives in its primary deployed location is considered a disaster.
- **FBI CJIS Security Policy** means the Federal Bureau of Investigations Criminal Justice Information System Security Policy. The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of criminal justice information (CJI), whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.
- **FDD** is an acronym for Functional Design Document, which is a document that will be developed by a Software Engineer for the purpose of documenting customer Interface requirements.
- **Functional Acceptance Test (FAT)** is a test(s) of specific functionality of the Subsystems of the Enterprise System.
- **GIS** is an acronym for Geographic Information System, which is a system for storing and manipulating geographical information on a computer.
- **Go-Live** is defined as the event that occurs when the Customer first uses a Subsystem, an Interface or Modification in a live operational environment (i.e., production use).

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- **Hardware** means any equipment, computer system, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- **Installation Service Request (ISR)** documents servers required for the implementation and the servers' Hardware/virtual specifications.
- **Interface** is the integration of a third-party software with CentralSquare software. Contracted deliverable interfaces are described in the [Appendix B – Standard CentralSquare Interfaces](#), in [Appendix C – Custom CentralSquare Interfaces](#), and the Agreement.
- **Modification** means changes or additions from the standard version of the Software. The Modifications, if applicable, are described in [Appendix A, Contracted Modifications to Standard CentralSquare Products](#). The CentralSquare Software is not custom software, and as such, at CentralSquare's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare customers; or as applicable, made available as a separate module or function, separately licensed and priced.
- **Operational Scenario Document (OSD)** is a document that provides an operational description of an Interface, capability, or feature within the applicable CentralSquare solution. OSD documents are of two types:
 - ❖ For standard Interfaces these documents are standard, published CentralSquare documents and are not specific to any Customer.
 - ❖ For customizations (custom Interfaces or custom Features) the OSD will provide a description in sufficient detail that both Customer and CentralSquare team mutually agree to the expected deliverable.
- **Post Go-Live** means the event(s) that occurs after the Customer first uses a Subsystem, an Interface or Modification in a live operational environment (i.e., production use).
- **Pre Go-Live** means the event(s) that occurs before the Customer first uses a Subsystem, an Interface or Modification in a live operational environment (i.e., production use).
- **Project** collectively includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement
- **Project Management Plan** means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
- **Project Schedule** means the mutually agreed upon schedule providing dates and timeframes for completion of tasks and deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and Customer as further described in this SOW.

- **SME** is an acronym for Subject Matter Expert, an individual with a deep understanding of a particular topic.
- **Subsystem** means each of the applications described in the Statement of Work including its equipment, other Hardware, and software. In most cases, the Subsystem software will share equipment. Applicable Enterprise core applications, e.g. CAD Enterprise, Mobile Enterprise, Records Enterprise, Jail Enterprise are defined as Subsystems.
- **System** means collectively all Subsystem(s) (e.g. CAD, Mobile, Records, Jail) that make up the integrated computer system.
- **System Integration Test (SIT)** is the scenario-based testing event to test the integration and end-to-end functionality of the system.
- **System Planning Guide** provides system administrators and system planners with a single requirements reference.
- **Task Completion Reports (TCR)** is a formal document presented to the Customer that acknowledges completion of a major task or event.
- **Work Hours:**
 - ❖ Business hours are defined as Monday – Friday, 8:00am-5:00pm (local time)
 - ❖ Default training hours are defined as:
 - Remote Training: Monday - Friday, between 8:00am-5:00pm (local time) based on the actual duration of the class.
 - On Site Training: Tuesday – Friday, between 7:00am-10:00pm (local time) based on the actual duration of the class.
 - Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

1.3 General Customer Responsibilities

In addition to those Customer responsibilities stated elsewhere in this SOW, Customer is responsible for the following:

- a) Electrical facilities – cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use.
- b) Providing information to CentralSquare staff on network infrastructure, including any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- c) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on Workstations and Mobiles.

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- d) Any Hardware and third-party software or services necessary for implementing the System that is not listed in the Agreement as a CentralSquare Deliverable (not listed as a line item in the Solution(s) and Services Fee Schedule of the Agreement). This includes workstations, server Hardware not included with managed server/hosted solutions, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Hypervisor licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.
- e) Configuration, maintenance, testing, and supporting the third-party systems that Customer operates and which will be interfaced with as a part of this project. This project includes the Contracted Interfaces listed in [Appendix B – Standard CentralSquare Interfaces](#) and [Appendix – Custom CentralSquare Interfaces](#).
- f) Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of Customer.
- g) Customer is responsible for providing remote connectivity to CentralSquare for the purpose of installation, configuration, testing, and troubleshooting of any CentralSquare applications at Customer site.
- h) CentralSquare's approved remote connectivity methods are described in [Appendix J](#).
- i) Connect and configure any third-party Hardware (including but not limited to: Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, Signature Pads, and dongles) to Customer workstations, if these services are not explicitly sold in the System Agreement.
- j) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, Validation and Readiness, FAT, Training, regular Project meetings, discussion regarding Interfaces, network planning and system installation planning.
- k) The provision of data as requested by CentralSquare. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare documentation.
- l) If Onsite Training is purchased, provide a facility with the required computer and audio-visual equipment for training.
- m) Provision of facilities and electrical power for CentralSquare staff while onsite.
- n) The project timeline will require a commitment by Customer staff to attend project meetings, attend training, and execute action items within the mutually agreed upon defined time parameters in the project schedule.

1.4 Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be “Commercial Off the Shelf” (COTS) software packages. The functionality of these products will be based on CentralSquare’s current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- a) Work, software, services, Hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- b) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- c) Changes in scope will only be executed through a mutually agreed upon Change Order Process, as described in the Project Management Plan.
- d) CentralSquare is not responsible for the deficiencies in Customer’s internal or Contracted network to support Enterprise Suite workstations\mobiles.
- e) CentralSquare is not responsible for the deficiencies in Customer’s network.
- f) CentralSquare is not responsible for the removal of the old (legacy) equipment, Hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Agreement and this SOW.
- g) This project does not include creation or modification of GIS data by CentralSquare staff.
- h) CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.
- i) CentralSquare is not responsible for the creation or modification of any Crystal Reports, SSRS Reports or other third-party reporting application. This includes changes to connection strings or the migration of custom reports.
- j) CentralSquare is not responsible for submitting NIBRS data to the State. Customer assumes responsibility to take the necessary steps within the Subsystem to submit NIBRS data monthly to the State unless otherwise noted in the Agreement.

2 PROJECT CONTROLLING PROCESSES

2.1 Overview

Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for a Project Management Plan which includes the Communication Management, Risk Management, and Change Management plans.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate project risks. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

As part of the controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report (TCR) to Customer. The TCR serves as a formal tool for the purpose of verifying with Customer that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to Customer by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, Customer will receive an invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

- a) Description of Work performed, and products delivered.
- b) Comments noting any special circumstances.
- c) Product/Service deliverables listing the Agreement line items that are being recognized as delivered and will be invoiced.
- d) Related Payment Terms in accordance with the Agreement, for Agreement line items that will be invoiced relative to the TCR.

2.1.1. CentralSquare Responsibilities

- a) CentralSquare will prepare and submit TCRs for Customer's signature upon completion of the applicable task.
- b) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

2.1.2. Customer Responsibilities

- a) The Customer for reviewing and approving all TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that the Customer disagrees with a TCR, Customer shall submit to CentralSquare a written explanation detailing why the Customer believes that the subject of the TCR and/or tasks have not been completed in accordance with the Agreement or this SOW. Such notification from the Customer shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

2.2 Change Order Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Order process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, standard or custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Order process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to properly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

2.2.1. CentralSquare Responsibilities

- a) CentralSquare will capture the necessary information required to prepare Change Order and submit to the Customer.

2.2.2. Customer Responsibilities

- b) When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
- c) When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Subsystems that will require a Change Order. This process may also include participation in the requirements process.
- d) Customer will approve and process Change Orders in a timely manner.

2.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the CentralSquare Project Manager will provide the following:

- a) Bi-weekly status calls.
- b) Monthly status report and schedule updates.

2.3.1. CentralSquare Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure.
- c) Conduct status calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

2.3.2. Customer Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

2.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to the Customer for review. These documents will include but are not limited to the Functional Acceptance Test Procedures, Project Schedule, OSD, and training materials for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided via electronic copy. If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should the Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

In order to ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

2.4.1. Documents Subject to Customer Approval

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Functional Acceptance Test Procedure documents
- d) Task Completion Reports (TCR)

2.5 Documents Subject to Customer Review not Requiring Approval

***Note:** The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.*

- a) Functional Design Documents (FDD)
- b) Status Reports
- c) Project Schedule

2.5.1. CentralSquare Responsibilities

- a) Distribute the documents to Customer.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

2.5.2. Customer Responsibilities

- a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

2.6 Third Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors within the Agreement.

As part of the Subcontractor agreement, all communications between those third parties and the Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, the Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of the Customer's System.

2.6.1. CentralSquare Responsibilities

- a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.
- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform Customer when configuration and or programming will require interaction and/or documentation from a third party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

2.6.2. Customer Responsibilities

- a) Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.
- b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested.

3 PROJECT INITIATION AND PLANNING

3.1 Overview

Project initiation and planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on project deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears Go-Live and Project completion.

Note: *The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.*

3.1.1. CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in initiation phase activities.
- b) Produce required documentation to support initiation activities (such as Operational Scenario Document (OSD), etc.).
- c) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- d) In collaboration with Customer, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- e) Baseline the Project Schedule.

- f) Prepare and submit the TCRs for Customer acceptance of the Project Management Plan as defined above.
- g) Develop and submit invoice for payment due at execution of the Agreement.

3.1.2. Customer Responsibilities

- a) Assign a Project Manager for the Project to participate in initiation phase activities.
- b) Identify and engage Customer's Project team.
- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d) Review and comment on CentralSquare provided documentation to support initiation activities.
- e) Approve the TCRs for the Project Management Plan within five (5) business days.

3.2 Project Kick Off

During the planning phase, the CentralSquare Project Manager will hold a kickoff meeting with Customer's Project team. During the kickoff meeting, the CentralSquare Project Manager will provide an overview of the following:

3.2.1. The CentralSquare Execution Process

- a) A high-level description of project deliverables.
- b) Roles and responsibilities for the Project team members.
- c) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- d) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- e) Review any project related questions from Customer's team.

3.2.2. CentralSquare Responsibilities

- a) Prepare the agenda and set a date for the kickoff that is convenient to Customer and CentralSquare Team.
- b) Distribute any documents that Customer should review in advance of the kickoff meeting.
- c) Conduct the kickoff meeting.

3.2.3. Customer Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the kickoff meeting.
- b) Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

4 PROJECT EXECUTION

4.1 Overview

Project Execution focuses on the development and delivery of project deliverables. processes will be iterative and consist of 1) a review of deliverable documents; 2) development, configuration, installation and testing of software and Hardware deliverables, and 3) delivery of Project related services such as project related training. These processes are iterative in nature with a number of checkpoints to evaluate project progress. Each deliverable has a closing process which consists of specific completion criteria. These deliverable closing processes are independent from the closing process of the Project.

All installation and configuration of Hardware, as well as CentralSquare software upgrades for this project will be performed remotely.

4.2 System Installation

Overview: System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities. Cloud virtual provisioning will be the responsibility of CentralSquare. On-Premise Hardware provisioning is the responsibility of the Customer. Installation of CentralSquare software on on-premise Hardware is the responsibility of CentralSquare.

This implementation will be on-premise.

4.2.1.1 On-Premise Components:

CentralSquare will either purchase and provision the server Hardware via a partner, or if the Customer is purchasing the Hardware CentralSquare will give guidance on Hardware specifications for Customer purchasing.

CentralSquare gives guidance on Virtual provisioning after On-Premise Hardware has been purchased and integrated into the Customer's network. CentralSquare utilizes a sizing and prerequisites document called an ISR (Installation Services Request) to convey specifications and guidelines for the Customer to create the virtual machines needed for software installation.

The administration services of the On-Premise environment is the responsibility of the Customer, including support, operation, and maintenance of the underlying infrastructure.

On-Premise installation of CentralSquare software takes place after On-Premise servers are provisioned and prepared for installation.

4.2.2. Review Hardware Specifications (On-Premise Components)

The Review of Hardware specifications is a review of the requirements for any On-Premise Components, be they servers, workstations or peripherals. The Review process is intended to function as an informational exercise for the Customer for any On-Premise Hardware sizing.

4.2.2.1 Customer Procured Server Hardware:

CentralSquare and Customer will review the Hardware specifications and third-party software components to ensure that the correct Hardware and third-party software components are procured. CentralSquare will provide Customer with a Hardware sizing document listing the Hardware and third-party software specifications required for this Project. CentralSquare will provide an overview of deployment recommendations for the CentralSquare Enterprise Suite, to the Customer. CentralSquare will not reverse engineer third party Hardware quotes or Bills of Materials to certify specifications.

4.2.2.2 Workstation and Peripheral Hardware:

CentralSquare will review workstation and any peripheral specifications with the Customer.

4.2.2.3 CentralSquare Responsibilities

- a) Provide Hardware Sizing\Third party-software documentation to Customer prior to the review meeting.
- b) Provide System Planning Guide to Customer prior to the review meeting.
- c) Schedule and participate in review meeting.

4.2.2.4 Customer Responsibilities

- a) Provide technical resources for the review meeting.
- b) Review and understand Hardware and third-party software documentation.

4.2.3. Procurement\Allocation of Hardware and Third-party Software (On-Premise Components)

This task is for the net new procurement of Hardware and third-party software and equipment per the specifications provided by CentralSquare for the On-Premise components. If there is no net new Hardware purchase associated with the Agreement, either by CentralSquare or the Customer, this task represents the allocation of existing resources for On-Premise components by the Customer.

4.2.3.1 CentralSquare Responsibilities

- a) None.

4.2.3.2 Customer Responsibilities

- a) The Customer is responsible for the procurement of Hardware and third-party software based on the specifications from the Hardware and third-party software review.

4.2.4. Basic Server Integration (On-Premise)

Basic server integration includes placing the servers in the racks, creating the virtual environment, provisioning virtual machines, joining them to the existing domain, and establishing remote connectivity capability via the CentralSquare remote support solution for authorized CentralSquare personnel to perform configuration.

These activities will be coordinated between CentralSquare and Customer IT staff. Guidance will be provided by way of a technical kickoff meeting with CentralSquare's Technical Services Installation team and with the use of the ISR (Installation Services Request) process which organizes the information into CentralSquare's preferred format.

To begin the software installation phase CentralSquare must have Customer-authorized remote connectivity to the servers, documentation of server names, IP addresses, Administrator Account Information (Username, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL).

If the connectivity, servers, server details, accounts and media are not ready two weeks prior to the scheduled installation, the Project may need to be rescheduled, which may have an impact on the overall Project timelines.

4.2.4.1 Customer Provided Basic Server Integration:

Customer will perform basic server integration for all On-Premise servers.

The site must be prepared and ready for the installation of CentralSquare software as detailed in CentralSquare's documentation including the System Planning Guide no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

4.2.4.2 CentralSquare Responsibilities (Customer provided Basic Server Integration)

- a) Host a technical kickoff meeting to review the requirements for Installation including the Installation Service Request (ISR) Document.
- b) Distribute the Installation Service Request (ISR) document to Customer.
- c) Assist in Customer in completing the ISR.
- d) Review the completed ISR prior to the installation.
- e) At least one (1) week prior to installation, a member of the CentralSquare Technical Services team will verify: (1) connectivity to Customer site via CentralSquare's remote support solution, (2) connectivity to each of the servers, and (3) access to all required security accounts.
- f) Prepare and submit a TCR for Customer review and approval upon completion of these activities.

4.2.4.3 Customer Responsibilities (Customer provided Basic Server Integration)

- a) Have appropriate subject matter experts attend the technical kickoff meeting.
- b) Provide the facility suitable to house Server Hardware and network infrastructure.
- c) Have a member of Customer's IT staff available while software/network configuration is being performed.
- d) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
- e) Provide all external Interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
- f) Provide electrical facilities (e.g., outlets, generator, and other electrical infrastructure facilities required for this project, including necessary maintenance.

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- g) Provide cabling (e.g., power, network, Interface, and other electrical and data transmission lines) required for this project, including necessary maintenance. All lines will be clearly identified and tested.
- h) Provide and install all data communication equipment, switches, routers, and other components necessary for system operation and maintenance, connection to remote sites to other systems, and to other agencies.
- i) Provide network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), and maintain ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- j) Configuration and/or programming of network routers, switches, and bridges – this includes providing information to CentralSquare staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- k) Provide TCP/IP communications and connection to the server equipment for any existing networks, workstations, mobiles, and printers that are to have access to the CentralSquare applications.
- l) Obtain all necessary IP addresses and schemes.
- m) Perform basic server integration including, but not limited to:
 - i. Installation of servers in applicable racks.
 - ii. Connecting servers to network switches.
 - iii. When deploying a SAN, configure the applicable RAID configuration, create the LUN(s), and present them to the physical or virtual servers.
 - iv. Installation and configuration of the virtual environment.
 - v. Creation of Virtual Machines
 - vi. Assign Server Names and IP Addresses to virtual machines
 - vii. Install operating system software, perform Windows Genuine Advantage validation, and install all Windows Updates.
 - viii. Provision of Domain and/or Joining servers to an existing Customer domain.
 - ix. Enable and configure DNS, enable, and configure DHCP if required.
- n) Installation of CentralSquare prerequisite software.

- o) Create and maintain any local, third party or public SSL certificates for the On-premise servers which require them, per CentralSquare documentation.
- p) Allow and establish CentralSquare access to all system administrative accounts on all servers running CentralSquare licensed Software.
- q) Gather all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed in the Installation Services Request (ISR) and return the ISR to CentralSquare.
- r) Provide CentralSquare with a high-level network diagram. The diagram should be provided prior to CentralSquare installation.
- s) Install all workstations and peripheral equipment, including scanners, printers, barcode readers, etc.
- t) Approve the applicable TCR.

4.2.5. System Installation (On-Premise)

CentralSquare Technical Services Engineers will perform the CentralSquare software installation. These services will be performed remotely and include installation of the Contracted CentralSquare products as specified in the Basic Server Integration portion of the project.

These installation activities will be coordinated between CentralSquare and Customer. CentralSquare will host a technical handoff meeting with the Customer to advise on ongoing maintenance of the on-premise system.

If Customer does not follow the processes and procedures detailed in the CentralSquare System Planning Guide and technical handoff and this results in a need for reinstallation of the Hardware or software, the reinstallation effort will be performed at additional cost to Customer If determined to be because of a significant oversight deviating from the System Planning Guide and technical handoff.

4.2.5.1 Prerequisites for this Task:

- a) Completion of Basic Server Integration Task.
- b) Completed ISR.
- c) Completed High Level Network Diagram.
- d) Provision and Testing of Remote Access and Server User Accounts.
- e) Location of SQL Installation Media and Keys.
- f) Provision of SSL Certificates.

4.2.5.2 CentralSquare Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
- b) Install and configure the applicable CentralSquare system(s) on the designated servers and applicable environments as specified in the Agreement.
- c) Integrate on-premise components to cloud installed components.
- d) Provide verbal support to Customer with self-installation procedures for the workstations.
- e) After completion of the initial installation and configuration of each major System (such as Records Enterprise servers), a member of Technical Services team provides a technical handoff meeting to the designated staff from Customer's information Technology team via a conference call. The following major topics will be discussed during this technical handoff:

Proper procedures for performing System Backups:

- i. File Structure – Inclusions and exclusions
 - ii. Databases
 - iii. Moving backups to media
 - iv. Procedures for refreshing test/training system (and related documentation) if applicable
 - v. Approved configuration and use of Virus Scan software
 - vi. Approved procedure for application of Windows updates
 - vii. System Upgrade process and procedures
 - viii. Support Website and CentralSquare list server access
 - ix. Managing/Reviewing system logs (SQL and Event Logs)
- f) Provide a Network Layout Diagram of the installed servers.
 - g) Provide a list of network ports and protocols utilized for the purpose of securing the system.
 - h) Prepare and submit a TCR upon completion of the installation tasks and activities.

4.2.5.3 Customer Responsibilities

- a) Allocate appropriate onsite Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Customer

personnel include the necessary IT personnel and database administrator(s) as needed during installation.

- b) Customer is responsible for making the SQL media and license keys available to CentralSquare for installation.
- c) Have appropriate subject matter experts (usually Customer IT) attend the technical handoff meeting.
- d) Complete the configuration of workstations (after the installation of any contracted number of workstations by CentralSquare) using the Prerequisite Software Package and applicable Launch configurations.
- e) Put in place CentralSquare's recommended backup procedures as outlined in the System Planning Guide and ensure backup procedures are consistently followed beginning at the completion of this task.
- f) Install and configure virus scanning and other security software as outlined in the System Planning Guide.
- g) After completion of the initial installation and configuration of System servers, Customer will be responsible for maintaining the System based on CentralSquare System Planning Guide, and the technical handoff meeting and associated document from CentralSquare Technical Services department.
- h) Review and approve the TCR from the technical handoff meeting.

4.2.5.4

Disaster Recovery Provisioning (On-Premise)

Disaster Recovery Licensing per product is required for any on-premise Disaster recovery solution, whether it is implemented by CentralSquare, a third party, the Customer or any combination of these. The licensing is for the right to use the software in a Disaster Scenario.

Disaster Recovery is intended for core on-premise production system recovery and does not extend to replicated reporting systems or test\training systems.

Disaster Recovery is not High Availability. Disaster Recovery is a process intended to stand up the entire on-premise setup at another location for operational continuity, not migrate individual servers or services on an ad-hoc basis. Disaster Recovery does not address downtime concerns due to software updates of any kind. The Disaster Recovery solution may contain some elements which do utilize a clustered High Availability approach, as supported by the CentralSquare Enterprise Suite, and as contracted for.

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Disaster Recovery is not a system intended to be used as backup software, point-in time snapshots, or for malware/ransomware recovery since the replication is an ongoing process.

In the event where there is a significant failure of the primary server infrastructure, the Disaster Recovery environment allows staff to connect to a Disaster Recovery System located at a remote location to continue operations. This scenario is particularly applicable in situations that involve power and/or network outages, facility failure, and lack of access to the primary server environment.

The synchronization between Primary and the Disaster Recovery server requires CentralSquare approved third-party Disaster Recovery Software product(s). If the license for this synchronization software is not explicitly listed in the Agreement (purchased through CentralSquare) the Customer is responsible for procurement of the required licenses for this software.

If contracted to provide the Disaster Recovery replication software directly or via a CentralSquare Subcontractor, CentralSquare and/or CentralSquare's Subcontractor will provide the software, install the software and provide Disaster Recovery software training and/or documentation.

If the Customer sources Disaster Recovery replication software, the Customer is responsible for providing the software, installation of the software, documenting the procedure and training any staff necessary for the failover operation.

In all cases, whether the replication software is contracted via CentralSquare and/or CentralSquare Subcontractor or provided by the Customer, CentralSquare Technical Services staff will be available for One (1) Failover and Failback operation as part of this engagement.

The Customer must ensure that trained personnel are available for failover/failback and that applicable documentation is carefully followed.

If the Failover and Failback operation is unsuccessful due to CentralSquare and/or Subcontractor misconfiguration or error, Failover and Failback testing will continue until there is a successful Failover and Failback operation. If the Failover and Failback operation is unsuccessful due to Customer configuration (including network issues between the sites, or between Customer software and the DR site), further tests with CentralSquare involvement will need to be contracted with a Change Order.

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If the Customer's preference is to have multiple Failover and Failback tests with CentralSquare involvement, this can also be accommodated with a Change Order.

All Failover and Failback tests are to take place in the pre-production environment. If a Post Go-Live Failover and Failback test is required, this will need to be specifically contracted for.

Additional Information on Disaster Recovery is available in the Enterprise System Planning Guide.

4.3 Implementation of Enterprise System Interfaces

4.3.1. Enterprise Standard Interfaces - Implementation Overview

Standard interfaces to be implemented (and designated environments) for this project are listed within the Agreement and [Appendix B](#) of this SOW.

Standard Interfaces may require certain work to be completed in the system prior to implementation. This may include code table configuration, system hierarchy, template design and the configuration of servers, certificates and integrations required for Interface operation. Standard Interface FDD documents will detail network, third party and other prerequisites for Interface operation.

Standard Interfaces are deployed in the pre-production environment (which becomes production at Go-Live).

Disaster Recovery Interfaces for on-premise systems are also licensed in the Agreement and listed in [Appendix B](#) of this SOW.

The Disaster Recovery system for on-premise Systems will include licensed Disaster Recovery Interface configurations if the Interface Servers are replicated at a Virtual Machine level, with the assumption that no re-configuration needs to occur to either the CentralSquare or third-party end points as a result of a failover.

If the on-premise Disaster Recovery system contains separately configured, non-replicated, Interface servers then Interface configuration services will need to be included in the Agreement.

4.3.1.1 Standard Interfaces

Major Task	Description
Schedule	Standard Interfaces are replicated for Disaster Recovery with no end point configuration changes. CentralSquare and Customer will conduct Interface implementation tasks as indicated in the approved Project Schedule. Applicable Code Tables, configurations and Templates that must be built as part of the overall Project Schedule as a prerequisite for Interface deployment and/or testing will be detailed by the OSD.

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Functional Review	Review of standard Interface functional specifications with CentralSquare, Customer's subject matter expert (SME), and third-party vendor to review the Operational Scenario Document (OSD).
Installation and Configuration	CentralSquare will install the Interface, configure and dry-run test the Interface.
Functional Acceptance Testing	CentralSquare will complete functional testing of the Interface with Customer and third party using a Functional Test document based solely on the OSD. Customer notates the Functional Test document to indicate which tests passed or did not pass based on the OSD. Any exceptions are resolved and re-tested.
Sign Off	Customer signs off on each Interface via a Task Completion Report (TCR) upon completion of Functional Test.
Go-Live	The interfaces are brought into production during system Go-Live.

4.3.1.2 Enterprise Standard Interfaces - Roles and Responsibilities

4.3.1.2.1 CentralSquare Responsibilities

- a) Review Interface OSD with Customer for each standard Interface.
- b) Prepare and submit a TCR to Customer documenting the delivery/review of the OSD.
- c) Assist with detailing configuration options for the Interface.
- d) Install, configure and pre-test each Interface based on the agreed-upon configurations.
- e) Assist Customer and third-party vendors to complete functional testing in accordance with Functional Test document. CentralSquare is not responsible for configuration of third-party systems.
- f) Prepare and submit a TCR documenting completion of Functional Test including any exceptions.
- g) Resolve Functional Test issues and re-run tests to confirm they have been resolved.

4.3.1.2.2 Customer Responsibilities

- a) Participate in the review of OSDs for each standard Interface.
- b) Provide the information that is necessary to complete the configuration options for each Interface.
- c) Obtain the detailed documentation, schema, protocols, query specifications, sample files, and API access for each of the third-party applications that CentralSquare interfaces with and provide the documentation to CentralSquare.
- d) Act as the primary point of contact with third parties, including other vendors, state and/or local agencies that control products with which CentralSquare products will Interface with.
- e) Ensure connectivity on the designated protocols and ports to or from third party or Customer-hosted end points.
- f) Ensure design decisions and functional signoff decisions are made conclusively and in a timely fashion.
- g) Provide a point of contact/administrator for each/all standard interfaces with knowledge and experience of the work and data flows.
- h) Participate in the Functional Test with CentralSquare and third-party vendor and notate each test has passed, failed, or is not applicable. Validate data transferred to/from CentralSquare systems as part of the testing process of the Interface.
- i) Assist CentralSquare in documenting, testing, and resolving Functional Test exceptions.
- j) Review and approve applicable TCRs.

Changes to the configuration of standard interfaces made by Customer may make the Interface non-supportable. As a result, troubleshooting efforts may be subject to additional cost. Customer will arrange for third party vendor participation for systems that will be interfaced with to ensure successful configuration and testing for end-end data flow.

Customer is responsible for any services or software needed from third party systems to allow for interaction with the third-party system, or for connection to CentralSquare software in the absence of a third party API. CentralSquare is not responsible for cost associated for the API, any required third-party lab or certification testing, cost associated with required programming, custom work by third party vendors, or any license fees that may be required by third party vendors. No third-party Interface software will be installed on CentralSquare servers without the permission of CentralSquare.

Note: Any changes required to Records Enterprise templates required for standard Interface work is the responsibility of Customer.

Note: Modifications requested by Customer to a standard Interface may incur additional cost and could result in project delays, since modifications to standard interfaces are only released with a major software version.

4.3.2. Enterprise Custom Interfaces - Implementation Overview

Custom interfaces to be implemented for this project are listed within the Agreement and [Appendix C](#) of this SOW.

Custom Interfaces may require certain work to be completed in the system prior to implementation. This may include code table configuration, system hierarchy, template design and the configuration of servers, certificates and integrations required for Interface operation. Custom Interface OSD documents will detail network, third party and other prerequisites for Interface operation.

Custom Interfaces are deployed in the pre-production environment (which becomes production at Go-Live). Interfaces are not deployed in test or training environments unless specified in the Agreement and [Appendix C](#) of this SOW.

Disaster Recovery Interfaces for on-premise Systems are also licensed in the Agreement and listed in [Appendix C](#) of this SOW.

The Disaster Recovery system for on-premise Systems will include licensed Disaster Recovery Interface configurations if the Interface Servers are replicated at a Virtual Machine level, with the assumption that no re-configuration needs to occur to either the CentralSquare or third-party end points as a result of a failover.

If the on-premise Disaster Recovery system contains separately configured, non-replicated, Interface servers then Interface configuration services will need to be included in the Agreement.

4.3.2.1 Custom Interfaces

Major Task	Description
Schedule	Custom Interfaces are replicated for Disaster Recovery with no end point configuration changes. CentralSquare and Customer will conduct Interface implementation tasks as indicated in the approved Project Schedule.

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	Applicable Code Tables, configurations and Templates that must be built as part of the overall Project Schedule as a prerequisite for Interface development and/or testing will be detailed by a CentralSquare Consultant or Software Engineer.
Functional Review	Review of custom Interface functional specifications with CentralSquare, Customer's subject matter expert (SME), and third-party vendor to develop the Operational Scenario Document (OSD). Customer must provide relevant information regarding the operation of the Interface with relation to its operation as well as any interaction with external systems. This is essential for accurate development of the OSD.
Documentation	Customer reviews and approves each OSD as a precursor to the start of Interface development. The approved OSDs will be used as a basis for development, configuration, and functional testing of each custom Interface.
Development, Installation & Configuration	After development concludes, CentralSquare will install and dry-run test each Interface.
Functional Acceptance Testing	CentralSquare will complete functional testing of the Interface with Customer and third party using a Functional Test document based solely on the approved OSD. Customer notates the Functional Test document to indicate which tests passed or did not pass based on the approved OSD. Any exceptions are resolved and re-tested.
Sign Off	Customer signs off on each Interface via a Task Completion Report (TCR) upon completion of FAT.
Go-Live	The interfaces are brought into production during system Go-Live.

4.3.2.2 Enterprise Custom Interfaces - Roles and Responsibilities**4.3.2.2.1 CentralSquare Responsibilities**

- a) Create and provide OSDs to Customer for each custom Interface.
- b) Prepare and submit a TCR to Customer, documenting Customer's approval of each custom Interface OSD.
- c) Using the approved OSDs, complete development of each custom Interface.
- d) Install, configure and pre-test each custom Interface.
- e) Develop Functional Test documents based on the approved OSDs.
- f) Provide Functional Test documents to Customer for use during the Functional Test of each Interface.
- g) Assist Customer in conducting Functional Test in accordance with Functional Test documents.
- h) Resolve and retest any Functional Test exceptions.
- i) Prepare and submit a TCR to Customer, documenting completion of Functional Test for each Interface, including any Functional Test exceptions.

4.3.2.2.2 Customer Responsibilities

- a) Provide the information that is necessary for development of the OSD for each custom Interface.
- b) Obtain detailed documentation, schema, protocols, query specifications, sample files and API access for each of the third-party applications that CentralSquare interfaces with and provide the documentation to CentralSquare.
- c) Review and approve the TCRs for each OSD.
- d) Engage the third-party vendors as requested by CentralSquare.
- e) Act as the primary point of contact with third parties including other vendors, state agencies, and local agencies that control products with which CentralSquare products are to Interface with.
- f) Ensure connectivity on the designated protocols and ports to and from third party or Customer-hosted end points.
- g) Ensure design decisions and functional signoff decisions are made conclusively and in a timely fashion.
- h) Provide a point of contact for each Interface with knowledge and experience of the workflow and data.
- i) Participate in the Functional Test of each custom Interface. Validate data transferred to or from CentralSquare systems as part of the Interface.

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- j) Document Functional tests passed, or failed, and assist CentralSquare in providing details regarding any exceptions.
- k) Assist in testing and verifying fixes for Functional Test exceptions.
- l) Review and approve applicable TCRs.

Note: Any changes required to Records Enterprise templates required for custom Interface work is the responsibility of Customer.

Note: Incomplete or inaccurate information, or delayed OSD approval may have a cascading effect on the Project Schedule, and result in a significant delay in completion of the project.

Requirements changes for custom interfaces after approval of the OSD shall follow the Change Order Process and may be subject to additional cost and development time. Changes may also have a cascading effect on the project schedule, and result in delays to completion of the project.

Customer is responsible for providing application programming Interface (API) documentation for the third-party system. The API must document the integration process for the level of Interface integration defined by CentralSquare's response to the RFP. The API must be compatible with the version of the third party software CentralSquare will be interfacing with; the timeline for providing information must be concurrent with development of the OSD so any limitations associated with integration with the third-party applications can be taken into consideration. Customer is responsible for any services or software needed from third party systems required for integration with the third-party system. CentralSquare is not responsible for any cost associated for the API, any required third-party lab or certification testing, cost associated with required programming or custom work by a third-party vendor, or any license fees that may be required by the third-party vendor.

The scope of functionality for the custom Interface is limited to: 1) the capability of the CentralSquare system being interfaced with and 2) the application programming Interface (API) capabilities of the external system being interfaced.

Customer is responsible (when requested) for coordinating the execution of a standard Non-Disclosure Agreement (NDA provided by CentralSquare) between third party vendors and CentralSquare. The NDA must be completed as a prerequisite to sharing technical or other information/documentation, and before testing of the Interface can commence.

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Customer is responsible for coordinating the development of the vendor side of all interfaces to third party applications for interfaces for which the vendor is not a CentralSquare Subcontractor, based on the Agreement. CentralSquare is not responsible for the cost of any software, work, customization, coding, or testing that may be required to be performed by third party vendors associated with implementation of the custom Interface (unless the work is defined under a Sub-Agreement agreement with CentralSquare within the scope of the Agreement).

No third-party Interface software will be installed on CentralSquare servers without the permission of CentralSquare.

4.4 Implementation of CAD Enterprise

CAD Enterprise is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate proper functionality prior to Go-Live.

4.4.1. CAD Enterprise Implementation Process Overview

Major Task	Description
Workshops	CentralSquare and Customer will conduct workshops as indicated in Appendix Y.
Base System Build	After initial build by CentralSquare, Customer assumes ownership of building and maintaining Codefiles.
Functional Acceptance Testing	Conducted prior to the start of End User Training.
Training	As indicated in Appendix Y.
Go-Live	The application is brought into production use.

4.4.2. CAD Enterprise Base System Build

Major Task	Description
Overview	Initial Codefile review and build by CentralSquare Consultant with active participation by Customer via periodic remote review sessions. CentralSquare Consultant will configure the System hierarchy based on call flow and operational processes as defined during System Orientation.
Customer Participants	CAD Administrators and core members of Customer implementation team who can address key points and make configuration decisions while participating in the Codefile building process.
Output	CentralSquare Consultant completes the base Codefile entry to a level that allows for evaluation of call flow and incident management functions, including: call-taking layout, system hierarchy, incident numbering, Incident/Unit displays. Validation via the Codefile building confirms completion of setup, limits the risk of rework, and ensures understanding of how information will translate for usage within CAD Enterprise.

	Some Codefiles that require local knowledge of the geography and physical location of business and high-risk areas of the community (such as response plans, premises, and caution note/hazard information) cannot be built by CentralSquare. Customer assumes responsibility for entering and geo-verifying some Codefile elements such as premises. The CentralSquare Consultant will provide consultation services throughout the project.
Prerequisites	Completion of CAD Enterprise System Orientation and receipt of requested Codefile data from Customer’s completed SMS worksheet.

4.4.2.1 CentralSquare Responsibilities

- a) Monitor timely delivery, evaluate Codefiles submitted by Customer, and provide oversight with entry.
- b) Complete preliminary Codefile build of Customer’s CAD Enterprise System as outlined in the Provisioning Guide. Codefile build will be entered based upon the applicable requirements provided by CentralSquare and responses from Customer.
- c) Facilitate updates to the Provisioning Guide.

4.4.2.2 Customer Responsibilities

- a) Provide timely input and updates to the SMS sheet to support Codefile building timelines.
- b) Participate in the Codefile validation conference call.
- c) Continue building System Codefiles (those not built by CentralSquare).

4.4.3. Geographical Information Services

4.4.3.1 Data Evaluation

The CentralSquare GIS Analyst will perform a onetime evaluation of Customer-supplied GIS data layers to ensure they are formatted correctly for street-centerline display, address point usage, address functions, routing and Quickest Path Unit Recommendations, and CAD and Mobile map optimization. Upon completion of the analysis, the CentralSquare GIS Specialist will provide a report summarizing the findings.

Note: The one-time GIS data evaluation by the CentralSquare Analyst only applies to custom map conversion of Customer-supplied data. If the Customer purchases

TomTom data, the one-time GIS data evaluation is not required. The Customer will still need to provide the other required GIS data for the system, such as response areas and layers for the CAD and Mobile Maps.

4.4.3.1.1 CentralSquare Responsibilities

- a) Evaluate Customer-supplied GIS data.
- b) Provide and present a report summarizing the findings from GIS analysis services for CAD Enterprise.
- c) Prepare and submit a TCR upon completion of relevant activities.

4.4.3.1.2 Customer Responsibilities

- a) Provide the required GIS data in the required format, and per Project Schedule.
- b) Based on the Analysis Report provided by CentralSquare, make requested changes to mapping data to meet CentralSquare's GIS data requirements.
- c) Review and approve the appropriate TCR.

4.4.3.2 GIS Conversion and Mapping Configuration

A CentralSquare GIS Analyst will convert the GIS data into the CAD system and configure up to 7 standard GIS layers for viewing on CAD and Mobile Enterprise. GISLink training will enable the Customer to create additional layers for use in CAD Enterprise and Mobile.

Standard layers are limited to the following:

- a) Water line features (rivers, streams, creeks)
- b) Water polygon features (ocean, lakes, ponds)
- c) Airports
- d) Railroads
- e) Parks
- f) City Boundaries
- g) County Boundaries

If Customer provides Response Area data to CentralSquare at the time of CAD map conversion, the CentralSquare GIS Analyst will import Response Areas into CAD Enterprise. GISLink training will provide Customer with the capability to add, delete, or modify Response Areas for ongoing GIS maintenance.

4.4.3.2.1 CentralSquare Responsibilities

- a) Perform mapping data conversion and import of Customer-supplied data into applicable licensed Systems and Subsystems.
- b) Configure routing and mapping components.
- c) Prepare and submit a TCR upon completion of relevant activities.

4.4.3.2.2 Customer Responsibilities

- a) After initial GIS conversion, assume responsibility for updating the data using CentralSquare provided GIS tools to ensure that data is up to date for Go-Live.
- b) Customer will need to provide ESRI ArcGIS Pro licenses, version 2.9. The ESRI ArcGIS Pro licenses do not need to be dedicated to CAD/Mobile, but they are required to maintain the maps for the CAD and Mobile systems.
- c) Review and approve the applicable TCR.

4.4.3.3 GISLink Utility Training

Major Task	Description
Overview	CentralSquare will provide hands-on training in usage of the GISLink and other GIS utilities. GISLink is a CAD Enterprise utility that consolidates GIS data-related tools for maintaining and using GIS data in CentralSquare products. The class prepares Customer personnel to import and manage existing GIS data used in CAD and Mobile Enterprise.
Customer Participants	GIS Administrator(s). Participants should not exceed four (4) per class.
Output	Students will learn how to use the GISLink utility to manage GIS data in CAD Enterprise.
Prerequisite	System installation to include GIS-related components and initial map installation to include at least one CAD Enterprise console with the GISLink utility installed on it. GIS knowledge and background; familiarity with ESRI tools.

4.4.4. CAD Enterprise Workshops

After the CAD Enterprise operational review has been completed, CentralSquare will conduct one or more CAD Enterprise workshops. Workshops are an extension of the operational review and are specified in the Agreement.

Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.4.4.1 CentralSquare Responsibilities

- a) Schedule workshops in accordance with Customer’s availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Customer review or completion prior to each workshop.
- c) Conduct workshops based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

4.4.4.2 Customer Responsibilities

- a) Provide adequate environment to conduct the workshop.
- b) Ensure participation of the appropriate personnel.
- c) Continue Codefile building activities as directed.
- d) Review and approve the applicable TCR.

4.4.5. CAD Enterprise Functional Acceptance Testing (FAT)

Major Task	Description
Overview	Customer leads and CentralSquare will assist with FAT, which is an activity occurring one time after OAR and prior to End User Training and Go-Live. FAT is conducted for the first phase going into production and is not repeated for subsequent phases. CentralSquare may organize at its discretion, separate breakout FAT sessions for subsections of the Functional Test documents that are applicable only to one agency (for example, applicable only to Law or Fire agencies). Each test will be executed once, and applicable users and agencies must attend the FAT session and conduct the tests.

	The FAT process consists of running standard tests in a format designed to verify the functionality of CAD Enterprise. Functional Test documents are submitted and approved by the Customer prior to testing in acknowledgement that the test scenarios will be used to validate System functionality for pre-production and Post Go-Live assessment of features for Software Acceptance. Test sign off is a precursor to administration of the FAT. Following the completion of the FAT, any failure will be classified based on the following criteria: • Go-Live Issues: Issues in the subsystem identified during FAT with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live Issues will be corrected prior to Go-Live. • Post Go-Live Issues: Issues in a subsystem with contractually required functionality that can be corrected after Go-Live. Customer and CentralSquare will mutually agree these issues may be addressed after Go-Live. CentralSquare will provide an estimated date for resolution of the issue Post Go-Live Completion of the Functional Test does not constitute Final System Acceptance.
Customer Participants	Key members of implementation team familiar with CAD Enterprise from various agencies and/or PSAPs.
Duration	As noted in Appendix Y – Workshop and Training Summary .
Output	Upon completion, Customer’s CAD Enterprise system is acknowledged as having completed pre-production acceptance. Customer and CentralSquare will review FAT exceptions (if any), perform an assessment, and determine the timeline for remedying the exceptions (Go-Live versus Post Go-Live). CentralSquare will not train Customer’s end users until the FAT has been conducted and TCR signoff has been received. Customer, with CentralSquare assistance as needed, will repeat failed test(s) following correction of issues that caused the test(s) to fail. A full retest of the System will not be conducted.

4.4.5.1 CentralSquare Responsibilities

- a) Deliver CentralSquare's standard FAT document to Customer for review no later than two (2) weeks prior to conducting the FAT.
- b) Provide a TCR to Customer to approve receipt of FAT documents and content thereof.
- c) Assist Customer in conducting FAT.
- d) Identify and document exceptions and passes to determine timeline to remedy exceptions (Go-Live versus Post Go-Live).
- e) Upon completion of the FAT, provide a TCR to the Customer for review and approval. FAT exceptions will be documented in the TCR.
- f) Schedule follow-up testing for validation of exceptions after correction and confirm/document the results via TCR.
- g) Provide a final TCR to Customer to confirm resolution of all Go-Live exceptions.

4.4.5.2 Customer Responsibilities

- a) Complete all predecessor tasks to include the base system installation and Codefile build required to conduct the FAT.
- b) Provide adequate environment to conduct the FAT.
- c) Review and signoff on the FAT test documents no later than one week prior to commencement of the FAT via TCR.
- d) Lead the FAT by providing operational SME's with the authority to provide validation of the tests have passed. It should be noted that this is not a training exercise so SME's should have system knowledge.
- e) Assist CentralSquare in documenting FAT results.
- f) Review and approve the applicable TCRs.

4.4.6. CAD Enterprise Training

CAD Enterprise Training is conducted on consecutive weekdays during business hours. Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities specified in the Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Agreement. Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

The training classes related to CAD Enterprise and its subsystems are classified into three general groups:

Classes dependent upon specific Customer configurations and requirements; therefore, conducted on Customer's System after completion of the Functional Test and in preparation for Go-Live. CAD Enterprise Call Taker/Dispatcher User Training Course are examples.

Classes such as GISLink are delivered to a specialized group within Customer's team throughout the Project to assist with implementation and maintenance of the System.

Classes such as System Administration Training and CAD API Training that are not dependent upon Customer configurations and are generic in nature. These classes are offered on a regular schedule by CentralSquare (not by Customer), and as a remote activity, include attendees from different agencies.

Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.4.6.1 CentralSquare Responsibilities (For All CAD Enterprise Training)

- a) Conduct training in increments of one (1), eight (8) hour day.
- b) Provide feedback to Customer Supervision as to the progress of the students.
- c) Prepare and submit a TCR upon completion of each type of training.

4.4.6.2 Customer Responsibilities (For All CAD Enterprise Training)

- a) Provide adequate environment for the execution of the training.
- b) Provide a supervisor for each class to respond to Customer-specific questions.
- c) Review and approve the applicable TCRs.

4.5 Implementation of Mobile Enterprise

4.5.1. Implementation Process Overview

Major Task	Description
Overview	CentralSquare Consultant will complete Mobile configuration options based on related options in CAD Enterprise and Mobile Configuration Sheet once servers are installed at Customer site. The same configurations are used as a base for the Functional Test document. Conversion and import of Mobile map and layers needed for Go-Live are also completed. All activities are performed remotely.
Customer Participants	CAD/Mobile Administrators and core members of Customer implementation team who can address key points and make decisions to complete Mobile System configuration.
Output	Completed Mobile configuration. The CentralSquare Consultant will provide ongoing consultation services.

4.5.2. MobileX Enterprise Configuration

The CentralSquare MobileX Enterprise handheld device is an app designed to run on both iOS platforms and Android devices. Detailed incident and unit information is readily accessible from smartphones and tablets.

4.5.2.1.1 CentralSquare Responsibilities

- a) Provide the Customer with the applicable steps to download the MobileX Enterprise application from the Application store.
- b) Guide the Customer through the download process and the applicable configurations needed.
- c) Validate the MobileX Enterprise handheld device is working in the installed environment.
- d) Prepare and submit a TCR upon completion of the installation.

4.5.2.1.2 Customer Responsibilities

- a) Provide a list of agencies and number of licenses per agency for configuration.
- b) Perform all required network configurations as advised by the CentralSquare Consultant prior to the configuration event.
- c) For any staff member that is attending the Mobile Train-the-Trainer training session, the handheld device should be installed and configured prior to the class.
- d) Review and approve the applicable TCR.

4.5.3. Mobile Enterprise Functional Testing

Major Task	Description
Overview	Customer leads and CentralSquare will assist with FAT), which is an activity occurring in conjunction with the CAD FAT and prior to end user training and Go-Live. Since the focus of the FAT is functionality of the System but not a validation of Codefiles, it is not necessary that Mobile is completed prior to conducting the Functional Test. The FAT process consists of running standard tests in a format designed to verify the functionality of Mobile Enterprise. Functional Test documents are submitted and approved by Customer prior to testing in acknowledgement that the test scenarios will be used to validate System functionality for pre-production and Post Go-Live assessment of features for Software Acceptance. Script sign off is a precursor to administration of the Functional Test. Following the completion of the Functional Acceptance Test, any failure will be classified based on the following criteria: Go-Live Issues: Issues in the subsystem identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live Issues will be corrected prior to Go-Live. Completion of the Functional Test does not constitute Final System Acceptance.
Customer Participants	Key members of implementation team familiar with Mobile Enterprise.
Duration	As noted in Appendix Y – Workshop and Training Summary .

Output	Upon completion, Customer’s Mobile Enterprise system is acknowledged as having completed pre-production Acceptance. Customer and CentralSquare will review Functional Test exceptions (if any), perform an assessment, and determine the timeline for remedying the exceptions (pre versus Post Go-Live). CentralSquare will not train Customer’s end users until the Functional Test has been conducted and TCR signoff has been received. Customer, with CentralSquare assistance as needed, will repeat failed test(s) following correction of issues that caused the test(s) to fail. A full retest of the System will not be conducted.
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4.5.3.1 CentralSquare Responsibilities

- a) Deliver CentralSquare’s standard Functional Test documents to Customer no later than two weeks prior to conducting the Functional Test.
- b) Provide a TCR to Customer to approve the receipt of the Functional Test documents.
- c) Install at least one Mobile Customer (device) to conduct the Functional Test.
- d) Assist Customer in conducting the Functional Test.
- e) Identify and document any exceptions discovered during the Functional Test.
- f) Upon completion of the Functional Test, provide a TCR to Customer for review and approval. Functional Test exceptions will be documented in the TCR.
- g) Schedule follow-up testing for validation of exceptions after correction and confirm/document the results via TCR.
- h) Provide a final TCR to Customer to confirm resolution of all Go-Live exceptions.

4.5.3.2 Customer Responsibilities

- a) Complete all predecessor tasks to include the base system installation and Codefile build required to conduct the Functional Acceptance Test.
- b) Provide adequate environment to conduct the Functional Test.
- c) Review and sign
- d) off on the Functional Test document, via TCR, no later than one (1) week prior to commencement of the Functional Test.
- e) Lead the Functional Test by providing operational Subject Matter Experts with the authority to provide validation that the tests have passed.

- f) Assist CentralSquare in documenting Functional Test results.
- g) Review and approve the applicable TCRs.

4.5.4. Mobile Enterprise Training

Mobile Enterprise Training classes are conducted based on the quantities specified in the Agreement and are conducted on consecutive weekdays during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) are subject to additional charge. Training classes will only be delivered after the Functional Test has been completed and the results are documented and approved via TCR.

CentralSquare trains a small group of trainers/users, who then train the balance of field users.

Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.5.4.1 CentralSquare Responsibilities

- a) Schedule training classes.
- b) Conduct training classes.
- c) Prepare and submit a TCR to Customer upon completion.

4.5.4.2 Customer Responsibilities

- a) Schedule appropriate Customer staff to attend training.
- b) Provide adequate environment for the execution of training to include seating for each workstation and an overhead projector.
- c) Review and approve the applicable TCRs.

4.6 Implementation of Records Enterprise

Records Enterprise is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate the proper functionality prior to Go-Live.

4.6.1. Records Enterprise Implementation Process Overview

Major Task	Description
System Orientation	Initial activity to kick off work on deliverable.
Workshops	CentralSquare and Customer will conduct workshops as indicated in the approved Project Schedule.
Base System Build	After Records Enterprise Administration and Review Training, Customer assumes ownership of building and maintaining modules and templates.
Functional Acceptance Testing	Conducted prior to the start of End User Training.
Training	As indicated in the approved Project Schedule.
Go-Live	The application is brought into production use.

4.6.2. Records Enterprise Pre-Configuration and Review

Major Task	Description
Overview	The Pre-Configuration Questionnaire is a forum that provides CentralSquare and the Customer the opportunity to identify current operational practices that can continue to be utilized with little or no changes. The information garnered will be applied to the Provisioning Guide.
Customer Participants	Records Administrators and core members of Customer implementation team who can address key points and make business process decisions. CentralSquare Project Manager will work with Customer PM to determine the appropriate number of attendees for each breakout group.

4.6.2.1 CentralSquare Responsibilities

- a) Provide the Pre-Configuration Questionnaire.
- b) Schedule the review meeting in accordance with Customer’s availability and the Project Schedule.
- c) Prepare and distribute meeting agendas and documents for Customer review or completion prior to each meeting.
- d) Conduct the meetings based on a distributed agenda.
- e) Document and assign owners and due dates to action items and track to closure.
- f) Prepare and submit a TCR upon completion of relevant activities.

4.6.2.2 Customer Responsibilities

- a) Ensure participation of key stakeholders and decision-makers in the process.
- b) Complete the Pre-Configuration Questionnaire.
- c) Attend review meeting with the appropriate key stakeholders and decision makers.
- d) Review and approve applicable TCRs.

4.6.3. Records Enterprise Base System Build

Major Task	Description
Overview	After completion of the Records Enterprise Administration and Review Training, and through subsequent workshops and training classes, Customer assumes ownership of completion and ongoing maintenance of system.
Customer Participants	Records Enterprise Administrators and core members of Customer implementation team who can address key points and make configuration decisions while participating in the system building process.
Output	After initial build by CentralSquare Consultant, Customer completes and maintains system files and templates, to include Personnel, Roles, Property Locations, and Violation Codes. CentralSquare delivers the Records Enterprise system with base NCIC and NIBRS codes. It is Customer’s responsibility to complete NIBRS code-mapping to Violation Codes.

CentralSquare does not provide training or assistance with Customer's understanding of State or Federal IBRS requirements or laws.

CentralSquare services are reserved exclusively to the configuration and use of Records Enterprise to collect and output state or federal required data.

No conversion of historical incident data from UCR to NIBRS is included. As a result, there may be historical records that will contain missing NIBRS mandatory fields.

The CentralSquare Consultant will provide ongoing consultation services.

4.6.3.1 CentralSquare Responsibilities

- a) Monitor and evaluate System build throughout implementation and provide guidance as needed.

4.6.3.2 Customer Responsibilities

- a) Provide timely input and updates to Templates, Workflows, Users, Roles, and System codes.
- b) Continue and complete building the Templates, Workflows, Users, Roles, and System files (those not built by CentralSquare).

***Note:** Any changes required to Records Enterprise templates required for standard or custom Interface work is the responsibility of Customer.*

4.6.4. Geographical Information Services

4.6.4.1 Data Evaluation

The CentralSquare GIS Analyst will work with Customer to create the address locator packages and configure Records GIS services. Each GIS layer type (street centerlines and address points) must be delivered and maintained in a single layer.

4.6.4.2 CentralSquare Responsibilities

- a) Evaluate Customer-supplied GIS data to ensure it is formatted correctly for creation of the address locator packages.
- b) Create address locator packages and configure Records GIS services.

- c) Prepare and submit a TCR upon completion.

4.6.4.3 Customer Responsibilities

- a) Provide data in the required format, and per Project Schedule.
- b) Based on the analysis provided by CentralSquare, make requested changes to mapping data to meet CentralSquare's GIS data requirements.
- c) Review and approve the appropriate TCR.

4.6.5. Records Enterprise Workshops

CentralSquare will conduct Records Enterprise workshops after the Records Enterprise Administration and Review Training has been completed. Workshops are specified in the Agreement but include:

Records Enterprise Workshop #1 – Templates #1

Review, configuration, and completion of the Incident, Arrest, Case Management, Crash, Citation (if applicable), Civil and/or Warrants (if applicable), Field Interview, and Other Event modules including the queues, templates, and code tables.

Records Enterprise Workshop #2 – Records Administration/State Reporting

Review, training and testing of the Records Administration tasks including the redaction, expungement, searching, validations, and State Reporting.

Records Enterprise Workshop #3 – Property & Evidence

Configuration and setup of the Evidence module to include: evidence storage locations, barcode labeling and scanning evidence, performing inventory, and tracking chain of custody for evidence items.

Participants include key members of Customer's implementation team to include Records central and local administrators, and each key functional area, and should not exceed ten (10) students.

Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.6.5.1 CentralSquare Responsibilities

- a) Schedule workshops in accordance with Customer's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Customer review or completion prior to each workshop.

- c) Conduct workshops based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

4.6.5.2 Customer Responsibilities

- a) Provide adequate environment to conduct the workshop.
- b) Ensure participation of the appropriate personnel.
- c) Continue system building activities as directed.
- d) Review and approve the applicable TCR.

4.6.6. Records Enterprise Functional Acceptance Testing

Major Task	Description
Overview	Customer leads and CentralSquare will assist with FAT, which is an activity occurring prior to End User Training and Go-Live. Since the focus of the Functional Test is functionality of the System but not a validation of Codefiles, it is not necessary that all Codefiles be built prior to conducting the Functional Test. The Functional Test process consists of running standard tests in a format designed to verify the functionality of Records Enterprise. Functional Test documents are submitted and approved by Customer prior to testing in acknowledgement that the test scenarios will be used to validate System functionality for pre-production and Post Go-Live assessment of features for Software Acceptance. Script sign off is a precursor to administration of the Functional Test. CentralSquare may organize at its discretion, separate breakout Functional Test sessions for subsections of the Functional Test documents that are applicable only to one agency (for example, applicable only to a Sheriff's Department or single agency). Each test will be executed once, and all applicable users and agencies must attend the Functional Test session and observe the tests. Following the completion of the FAT, any failure will be classified based on the following criteria: Go-Live Issues: Issues in the subsystem identified during Functional Acceptance Testing with contractually required functionality that must be

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	corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live Issues will be corrected prior to Go-Live. Post Go-Live Issues: Issues in a subsystem with contractually required functionality that can be corrected after Go-Live. Customer and CentralSquare will mutually agree these issues may be addressed after Go-Live. CentralSquare will provide an estimated date for resolution of the issue Post Go-Live Completion of the Functional Test does not constitute Final System Acceptance.
Customer Participants	Key members of the implementation team familiar with Records Enterprise and should not exceed five (5) per class.
Output	Upon completion, Customer’s Records Enterprise system is acknowledged as having completed pre-production Acceptance. Customer and CentralSquare will review Functional Test exceptions (if any), perform an assessment, and determine the timeline for remedying the exceptions (pre versus Post Go-Live). CentralSquare will not begin training until the Functional Test has been conducted and TCR signoff has been received. Customer, with CentralSquare assistance as needed, will repeat failed test(s) following correction of issues that caused the test(s) to fail. A full retest of the System will not be conducted.

4.6.6.1 CentralSquare Responsibilities

- a) Deliver CentralSquare’s standard Functional Test documents to Customer no later than two weeks prior to conducting the Functional Test.
- b) Provide a TCR to Customer to approve receipt of the Functional Test documents and content thereof.
- c) Assist Customer in conducting the Functional Test.
- d) Identify and document exceptions and assess to determine timeline to remedy exceptions (pre versus Post Go-Live).
- e) Upon completion of Functional Test, provide a TCR to Customer for review and approval. Functional Test exceptions will be documented in the TCR.

- f) Schedule follow-up testing for validation of exceptions after correction and confirm/document the results via TCR.
- g) Provide a final TCR to Customer to confirm resolution of all Pre Go-Live exceptions.

4.6.6.2 Customer Responsibilities

- a) Complete all predecessor tasks to include the base system installation and code table entry and configuration to conduct the Functional Test.
- b) Provide adequate environment to conduct the Functional Test.
- c) Review and signoff on the Functional Test documents no later than one week prior to commencement of the Functional Test via TCR.
- d) Lead the Functional Test by providing operational subject matter experts with the authority to provide validation the tests have passed.
- e) Assist CentralSquare in documenting Functional Test results.
- f) Review and approve the applicable TCRs.

4.6.7. Records Enterprise Training

Records Enterprise Training classes are conducted on consecutive weekdays during business hours (Tuesday-Friday). Alternate training schedules (multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities that are specified in the Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Agreement.

Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.6.7.1 CentralSquare Responsibilities (for all Records Enterprise Training)

- a) Schedule the Records Enterprise Training class(es) in accordance with Customer's availability and the Project Schedule.
- b) Prepare and distribute agendas and documents prior to each meeting.
- c) Develop and provide the Records Enterprise Training Plan.
- d) Conduct session(s) per the Schedule.
- e) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

4.6.7.2 Customer Responsibilities (for all Records Enterprise Training)

- a) Provide adequate environment for execution of training.
- b) Provide a Local Records Administrator for each class to answer agency specific questions related to the build of Customer’s system and internal policies or workflow.
- c) Provide schedule for training remaining end users.
- d) Review and approve applicable TCRs.

4.7 Implementation of Jail Enterprise

Jail Enterprise is implemented through a series of standard steps and process gates designed to ensure the operational needs of Customer are identified, configurations are verified, and the system is tested to validate the proper functionality of the system prior to Go-Live.

Jail Enterprise Modules

The software detailed in the following section includes, but is not limited to, the listed functionality.

Jail (Core)

- | | |
|---------------------------------------|-------------------------------------|
| • Booking, Intake, and Release Wizard | • Inmate Property |
| • Cell Occupancy Log | • Victim Notification |
| • Activities | • Visitor logging |
| • Basic Bank | • Jail Log |
| • Issued Property | • Shift Log |
| • Medicine | • Court Events |
| • Jail Billing | • Classification |
| • Bond Payments | • Cell Recommendation |
| • Sentence calculation and Good Time | • Inmate Classes and Transportation |
| | • Full audit trail |

Jail Reporting (Core)

- | | |
|---------------------------------|------------------------|
| • Pre-defined reports | • Custom data filters |
| • Custom reports | • Statistical analysis |
| • Ad-hoc reports | • Scheduled reports |
| • Drag and drop report building | • COMSTAT compatible |
| • Export to PDF, XLS, XML, TXT | • Emailed reports |

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Jail Financial (Core)

- | | |
|---|--|
| <ul style="list-style-type: none">• Double-entry accounting• Automatic invoice creation• Configurable addition of fees based on Records workflow• Account reconciliation | <ul style="list-style-type: none">• Receipt generation• Statement printing• Bulk Invoice Payments• Full audit trail |
|---|--|

Jail Personnel (Core)

- | | |
|---|--|
| <ul style="list-style-type: none">• Personnel Log | <ul style="list-style-type: none">• Full audit trail |
|---|--|

Jail Personnel Advanced

- | | |
|---|---|
| <ul style="list-style-type: none">• Commendations• Disciplinary Actions• Positions• Promotions | <ul style="list-style-type: none">• Service History• Training• Citizen Feedback |
|---|---|

Jail Advanced

- | | |
|---|--|
| <ul style="list-style-type: none">• Advanced Inmate Bank• Expenses• Expungement Log• Sentence Reductions• Inmate Checks | <ul style="list-style-type: none">• Inmate Work Shifts• Stay Scheduling (Weekenders)• Multiple Facilities• Jail workflow• Custom Forms |
|---|--|

Jail Administration (Core)

- | | |
|---|--|
| <ul style="list-style-type: none">• Equipment• Fleet Management• Inventory Management• Purchase Requisitions | <ul style="list-style-type: none">• Service Dogs• Policy Manual• Full audit trail• Custom Forms |
|---|--|

4.7.1. Jail Enterprise Implementation Process Overview

Major Task	Description
Workshops	CentralSquare and Customer will conduct workshops as indicated in the approved Project Schedule.
Base System Build	Customer assumes ownership of building and then maintaining Code Files.

Functional Acceptance Testing	Comprehensive functional testing is conducted prior to start of End User Training.
Training	As indicated via the approved Project Schedule.
Go-Live	The application is brought into production use.

4.7.2. Jail Enterprise Administration and Review Workshop

Major Task	Description
Course Overview	Hands-on course for Jail System Administrators which occurs once the system has been installed. Includes a demonstration of software functionality. System configuration, to include: cell location, inmate tracking, additional facilities, booking process, intakes, inmate management, keep separates.
Customer Participants	Jail Administrators and core members of Customer implementation team. Participants should not exceed ten (10) per class.
Duration	Up to four (4) days, contingent upon Jail modules.
Output	After the class concludes, ownership of the Jail Enterprise build transfers to Customer for completion and ongoing maintenance of Code Files. Customer will enter remaining code files, maintain users, and complete the Jail Enterprise build. Customer must keep Personnel, Offense Codes, Property Locations, etc. continuously updated to ensure they are in Go-Live ready status. The CentralSquare consultant will provide ongoing consultation services.

4.7.2.1 CentralSquare Responsibilities

- a) Schedule the Jail Enterprise Administration and Review Workshop in accordance with Customer’s availability and the Project Schedule.
- b) Prepare and distribute the meeting agenda and documents for Customer review or completion to all required attendees two weeks prior to the training.
- c) Conduct the meetings based on the distributed agenda.
- d) Create a project checklist itemizing the tasks for completion throughout the implementation.

- e) Prepare and submit a TCR upon completion of the training.

4.7.2.2 Customer Responsibilities

- a) Provide adequate environment to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Continue the code file building activities after completion of this training.
- d) Review and approve the applicable TCR.

4.7.3. Jail Enterprise Base System Build

Major Task	Description
Overview	After completion of the Jail Enterprise Administration and Review, and through subsequent workshops and training classes, Customer assumes ownership of completion and ongoing maintenance of system code files, personnel, and roles. Administration Module Training may include: - Fleet Management - Equipment - Inventory - Service Dogs - Purchase Requisitions - Policy Manual - Citizen Feedback The CentralSquare Consultant will schedule remote sessions with Customer to ensure progress and address questions or concerns. Continual validation through implementation until FAT limits risk of error and rework.
Customer Participants	Jail Enterprise Administrators and core members of Customer implementation team who can address key points and make configuration decisions while participating in the system building process.
Duration	As noted in the Project Schedule.
Output	After initial build by CentralSquare Consultant, Customer completes and maintains system files and templates, to include Personnel, Roles, Property Locations, and Violation Codes.

CentralSquare delivers the Jail Enterprise system with base NCIC and NIBRS codes. It is Customer’s responsibility to complete NIBRS code-mapping to Violation Codes.
The CentralSquare Consultant will provide ongoing consultation services.

4.7.3.1 **CentralSquare Responsibilities**

- a) CentralSquare is responsible for the monitoring and evaluation of the System build throughout the implementation and provide guidance as needed.

4.7.3.2 **Customer Responsibilities**

- a) Provide timely input and updates to the Code tables, Users, Roles, and other applicable system codes.
- b) Continue building and maintaining the Users, Roles, and System Code Files (those not built by CentralSquare) through completion.

4.7.4. **Jail Enterprise Functional Acceptance Testing**

Major Task	Description
Overview	The CentralSquare Consultant assist Customer with Functional Test prior to the start of End User Training. The Functional Test is based on a standard CentralSquare document with standard content and format. Customer will receive document for review prior to conducting the Functional Test. CentralSquare may organize at its discretion, separate Functional Test breakout sessions for subsections that are applicable only to one agency (for example, applicable only to a Sheriff’s Department or single agency). Each test will be executed once, and all applicable users and agencies must attend the Functional Test session. Following the completion of the FAT, any failure will be classified based on the following criteria: Go-Live Issues: Issues in the subsystem identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues

	and propose a plan for resolution. Go-Live Issues will be corrected prior to Go-Live. Post-Go-Live Issues: Issues in a subsystem with contractually required functionality that can be corrected after Go-Live. Customer and CentralSquare will mutually agree these issues may be addressed after Go-Live. CentralSquare will provide an estimated date for resolution of the issue Post Go-Live Completion of the Functional Test does not constitute Final System Acceptance.
Customer Participants	Should include core members of Customer implementation team. Participants should not exceed five (5) per class.
Duration	As noted in Appendix Y - Workshop and Training Summary
Output	Customer denotes pass/fail or N/A for each test. Upon completion of the Functional Test, Customer and CentralSquare review the list of failures (if applicable) and perform an assessment to determine if any represent critical errors and determine the timeline to remedy critical issues (pre versus Post-Go-Live). Functional Test results are documented via TCR for verification and approval. Customer, with CentralSquare assistance as needed, will re-test failed tests to confirm correction of each issue. This process will not include a repeat of the entire Functional Test.

4.7.4.1 CentralSquare Responsibilities

- a) Deliver CentralSquare’s standard Functional Test document to Customer no later than two weeks prior to conducting the Functional Test.
- b) Provide TCR to Customer to approve the receipt of the Functional Test document.
- c) Assist Customer in conducting the Functional Test in accordance with Functional Test document.
- d) Identify and document any issues discovered during the Functional Test.
- e) Upon completion of Functional Test, prepare and submit a TCR to Customer, including a list of any exceptions to Functional Test.

4.7.4.2 Customer Responsibilities

- a) Ensure timely completion of all predecessor tasks to include the base code table entry and configuration.
- b) Provide adequate environment to execute the Functional Test.
- c) Lead the Functional Test by providing operational subject matter experts.
- d) Assist CentralSquare in documenting Functional Test findings and results.
- e) Review and approve the appropriate TCRs.

4.7.5. Jail Enterprise Training

Jail Enterprise Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge.

Training classes will only be delivered after the Jail Enterprise Functional Test has been completed and the results are documented.

Training will be scheduled within standard business hours (8:00am to 5:00pm local time, Tuesday through Friday).

Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.7.5.1 CentralSquare Responsibilities

- a) Schedule the Jail Enterprise Training class(es) in accordance with Customer's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Customer review or completion to all required attendees two weeks prior to each meeting.
- c) Conduct the training session(s) for the licensed product options on a mutually agreed-to schedule.
- d) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

4.7.5.2 Customer Responsibilities

- a) Provide adequate environment for the execution of the training to include adequate seating for each workstation and an overhead projector.
- b) Provide a Local Jail Administrator for each class that can answer agency specific questions related to the build of Customer's system.
- c) Review and approve the applicable TCRs.

4.7.6. Jail Enterprise End User Training

Major Task	Description
Overview	Course content will reflect the features in Jail Enterprise that each functionality group will utilize and may include: Jail Booking/Release Jail Activities/Transportation/Head Count Jail Court Events/Bond Payments/Stay Scheduling Jail Incidents/Disciplinary Actions Jail Incidents/Disciplinary Actions/Case Entry Jail Medical Jail Advanced Inmate Bank (if purchased) Jail Extend (On Tablet) – Activities/Medical (if purchased)
Customer Participants	Participants from each applicable functionality group. Participants should not exceed ten (10) per class.
Duration	As noted in Appendix Y - Workshop and Training Summary .
Output	Prepares Customer staff for operation in a production environment.
Prerequisite	Completion of Suite Basic training and permission granted for the applicable feature and related tasks. Basic understanding of computers and Windows environment

4.7.7. Jail Enterprise Report Generation Training

Major Task	Description
Overview	If purchased, CentralSquare will provide training on the Report Generator, which provides user the ability to create reports and define them either as recurring reports and/or as dashboard components. Participants will learn how to create a report, group/sort data, add a graph, and either create the report as a dashboard component or a recurring report.
Customer Participants	Participants from each applicable functionality group. Participants should not exceed ten (10) per class.
Duration	As noted in Appendix Y - Workshop and Training Summary .
Output	Prepares Customer staff for operation in a production environment.
Prerequisite	Completion of Suite Basic training and end user training for one of the following: CFS, Jail, or Records; must have permission granted for the applicable feature and related tasks. Basic understanding of computers and Windows environment

4.8 Implementation of Common Identity Management (CIM)

Once the Software Installation is complete, the CentralSquare Technical Services Engineer and Consultants will configure a Common Identity Management (CIM) instance in each environment that will provide identity management and authentication services for the Enterprise Suite applications.

4.8.1. CIM Configuration

Major Task	Description
Overview	CentralSquare, with the participation of the Customer, will configure CIM with roles. Mapping of CAD/Records roles to CIM roles. Linking the role mappings within CIM. Active Directory integration for each Active Directory domain which is to be integrated with CIM. Importing/associating CAD/Records users with CIM users.
Customer Participants	Administrators of the CAD/Records applications. Participants must be able to make decisions regarding configurations in the system for the CAD/Records applications. Testing of configurations deployed by CentralSquare.
Training	CIM Systems Administration Training Two (2) hour training performed remotely.
Output	CAD/Records user management will be centralized to the CIM application. Users will be able to use one (1) user account to access each of the systems.

4.8.1.1 CentralSquare Responsibilities

- a) Configure a Common Identity Management (CIM) instance in each environment.
- b) Schedule the working sessions in accordance with Customer’s availability and the Project Schedule.

- c) Conduct the working sessions based on the schedule and provide assignments as necessary to Customer.
- d) Ensure the module is functioning per the configuration.
- e) Conduct Administrative training.
- f) Prepare and submit a TCR upon completion of the deliverable.

4.8.1.2 Customer Responsibilities

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

4.9 System Integration Testing

Once the Functional Test is concluded for CAD Enterprise, Mobile Enterprise, Records Enterprise, and interfaces and in preparation for Go-Live, CentralSquare and Customer will conduct System Integration Testing, with CentralSquare assisting remotely.

The System Integration Test will be conducted based on scenarios that test call flow from creation to final disposition in CAD and include CAD and Mobile Enterprise, and Interfaces that can be tested in the pre-production environment and are scheduled to Go-Live at the same time. It is recommended that Customer utilize sample calls from their legacy System.

A small group of Customer staff (1-2 dispatchers and 1-2 Mobile field users) should participate in this test with CentralSquare Consultant. CentralSquare will work with Customer on defining a set of test scenarios to test the system based on Customer's practices; the scenarios must be signed off prior to commencement of the System Integration Test.

A small group of Customer staff (1-2 Records staff and field users) should participate in this test. CentralSquare will work with Customer to refine the test scenario that test the system based on Customer's practices and must be signed off prior to commencement of the System Integration Test.

At the completion without critical issues that prevent the System to be taken Live, Customer shall provide TCR approval that the System is ready for Go-Live.

4.9.1. CentralSquare Responsibilities

- a) Schedule System Integration Test with Customer.
- b) Assist Customer in preparing test scenarios based on Customer's practices, no later than six (6) weeks prior to conducting the System Integration Test.
- c) Deliver CentralSquare's standard System Integration Test document to Customer for review no later than two (2) weeks prior to conducting the System Integration Test.
- d) Provide a TCR to Customer to approve receipt of System Integration Test document and content thereof.
- e) Assist Customer in conducting the System Integration Test.
- f) Identify and document exceptions and passes to determine timeline to remedy exceptions (Go-Live versus Post Go Live).
- g) Upon completion of System Integration Test, provide a TCR to Customer for review and approval. System Integration Test exceptions will be documented in the TCR.
- h) Schedule follow-up testing for validation of exceptions after corrections and confirm/document the results via TCR.

- i) Provide a final TCR to Customer to confirm resolution of all Go-Live exceptions.

4.9.2. Customer Responsibilities

- a) Provide adequate environment to conduct the System Integration Test.
- b) Provide test systems (or pre-production systems) for all integrations and interfaces. If Customer cannot provide a test system CentralSquare must test using the production system. This testing includes, but is not limited to, test data entry in a production system.
- c) Provide test scenarios that closely simulate Customer's normal call flow no later than six (6) weeks prior to conducting the System Integration Test.
- d) Review and sign off on the System Integration Test document, via TCR, no later than one (1) week prior to commencement of the System Integration Test.
- e) Participate in conducting the System Integration Test by providing operational Subject Matter Experts with the authority to provide validation that the tests have passed. .
- f) Assist CentralSquare in documenting System Integration Test results.
- g) Review and approve the applicable TCRs.

4.10 Implementation of Citizen Reporting

The Citizen Reporting implementation will begin when the Incident Module configuration has been completed and the overall Records Enterprise build is approximately 75% complete. When the configuration build has been completed and functionality verified, the module will allow citizens the ability to perform simple searches, download reports, and submit non-emergency incidents.

Citizen Reporting is implemented through a series of standard steps and process gates designed to ensure that proper installation is completed, configurations are verified, and tested to validate the proper functionality prior to Go-Live.

4.10.1. Citizen Reporting Implementation Process Overview

Major Task	Description
Overview	CentralSquare will conduct working sessions with Customer to determine the proper configuration settings for the module, as well as the functionality associated with Incident reports submitted by Citizens via the portal. This will include building code tables, picklists, system settings and assignment of security permissions.
Base System Build	Upon completion of installation and working sessions, Customer assumes ownership of the base build. CentralSquare will provide guidance and support as applicable.
Training	As indicated in the approved Project Schedule.
Go-Live	The application is brought into production use.
Pre-requisite	Records Enterprise build is approximately 75% complete.

4.10.2. Citizen Reporting Base System Build

Major Task	Description
Overview	After completion of the Installation and initial working sessions, Customer assumes ownership of ongoing maintenance of system.
Customer Participants	Citizen Reporting Administrator and/or the Enterprise System Administrator who can address key points and make configuration decisions while participating in the system implementation process.
Output	After initial build by CentralSquare Consultant, Customer will monitor the installation and base build. Then, attend administration and user training (train the trainer) for the application. The CentralSquare Consultant will provide ongoing consultation services.

4.10.2.1 CentralSquare Responsibilities

- a) Conduct the working sessions based on the schedule and provide assignments as necessary to Customer.
- b) Ensure the module is functioning per the configuration.
- c) Prepare and submit a TCR upon completion of the deliverable.

4.10.2.2 Customer Responsibilities

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

4.10.3. Citizen Reporting Training

Citizen Reporting training classes are conducted on consecutive weekdays during business hours (Tuesday-Friday). Alternate training schedules (multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities that are specified in the Agreement. Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.10.3.1 CentralSquare Responsibilities (for all Citizens Reporting Training)

- a) Schedule the Citizens Reporting Training class(es) in accordance with Customer's availability and the Project Schedule.
- b) Provide the training materials.
- c) Conduct session(s) per the Schedule.
- d) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

4.10.3.2 Customer Responsibilities (for all Citizens Reporting Training)

- a) Provide adequate environment for execution of training.
- b) Provide an Administrator for each class to answer Customer specific questions related to the application's use, internal policies, or workflow.
- c) Provide schedule for training remaining end users.
- d) Review and approve applicable TCRs.

4.11 Implementation of CrimeView Analytics

CrimeView Analytics will be implemented through a series of standard steps and process gates.

4.11.1. CrimeView Analytics Implementation Process Overview

Major Task	Description
Discovery	Discovery includes the Kickoff meeting and the requirements review & collection required for the implementation.
Mapping and & Configuration	CentralSquare will map Customer code values to standard categories to enable CrimeView map symbology. The CentralSquare GIS/Analytics Specialist will configure and automate the ETL (Extract, Transform, and Load) process that securely replicates data to the cloud CrimeView environment, and configure the user application.
Demonstration	After the completing the Mapping and Configuration, CentralSquare will provide Initial Demonstration, Consultation, and Content Preparation. Customer assumes ownership of the base system build at the conclusion of the demonstration, consultation & content preparation.
Training	As indicated in Appendix Y .
System Review	The system review period begins after the Administrator/Designer Training and closes ten (10) business days after Train the Trainer.
Acceptance	Application is accepted at conclusion of System Review.
Prerequisite	Enterprise applications in production.

4.11.2. Discovery

The Discovery includes a kickoff meeting and the requirements review & collection. The Kickoff meeting provides a review of the application’s functionality and project deliverables, Customer prerequisites, and implementation process. Furthermore, the Customer’s preparation and delivery of prerequisites to the CentralSquare project team is a critical gate for starting implementation work.

4.11.2.1 CentralSquare Responsibilities

- a) Schedule and lead the meeting.
- b) Provide action items.
- c) CentralSquare is responsible for providing Hardware, GIS, and any other requirements details to Customer during and following the kickoff meeting.

4.11.2.2 Customer Responsibilities

- a) Configure the CrimeView import server and provide CentralSquare with a local administrator account.
- b) Collect and deliver the GIS data to be used for the application to CentralSquare.
- c) Configure Hardware, including creation of a CentralSquare local administrator account on the import server.
- d) Provide required GIS data.

4.11.3. Code Mapping & Application Configuration

CentralSquare will map Customer code values to standard categories to enable CrimeView map symbology. The CentralSquare GIS/Analytics Specialist will configure and automate the ETL (Extract, Transform, and Load) process that securely replicates data to the cloud CrimeView environment, and configure the user application.

4.11.3.1 CentralSquare Responsibilities

- a) Extract code tables from Customer's CAD and/or Records Enterprise system and match to standard code sets.
- b) If necessary, provide Customer with an Excel document to review code mapping.
- c) Configure the ETL process and CrimeView application.
- d) Prepare standard dashboards for initial demonstration.

4.11.3.2 Customer Responsibilities

- a) Review and revise code mapping within five (5) business days.
- b) Respond to information, data, and assistance requests.
- c) Work with the CentralSquare Project Manager to facilitate a date for the Application Review Meeting.

4.11.4. Initial Demonstration, Consultation, and Content Preparation

The CentralSquare GIS/Analytics Specialist will provide a short demonstration of the system with Customer's data and lead a discussion of Customer needs and how the system might meet those needs.

4.11.4.1 CentralSquare Responsibilities

- a) Schedule the initial demonstration in accordance with the Customer's availability and the Project Schedule.
- b) Schedule and lead the initial demonstration and collect Customer feedback.

4.11.4.2 Customer Responsibilities

- a) Customer is responsible for having the appropriate users and stakeholders attend the initial demonstration and participate in follow-up conversations.

4.11.5. CrimeView Training

Training is conducted on consecutive weekdays during business hours. Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities specified in the Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Agreement. Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

4.11.5.1 CentralSquare Responsibilities (for all Search Training)

- a) Schedule the Search Training class(es) in accordance with Customer's availability and the Project Schedule.
- b) Provide the training materials.
- c) Conduct session(s) per the Schedule.
- d) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

4.11.5.2 Customer Responsibilities (for all Search Training)

- a) Provide adequate environment for execution of training.
- b) Provide an Administrator for each class to answer Customer specific questions related to the application's use, internal policies, or workflow.
- c) Provide schedule for training remaining end users.
- d) Review and approve applicable TCRs.

4.11.6. System Review

The system review period begins after the Administrator/Designer Training and closes ten (10) business days after Train the Trainer. During the System Review, Customer is responsible for reviewing the application and informing the CentralSquare project team of any noticed or potential issues or deficiencies with the configuration or data. CentralSquare will address the reported items during and following the review period; CentralSquare responses will fall into one of the following categories:

- a) Item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
- b) Further information or action from Customer is required to assess the item (a time window for Customer action will be provided).
- c) Item is a result of Customer's source data and requires Customer action to fix (a time window for Customer action will be provided).
- d) Item identifies a software bug that has been submitted for review and rectification.
- e) Item represents a requested enhancement to the software. Software enhancements are not included in the scope of the project but may be undertaken at CentralSquare's Product Management discretion.

4.11.6.1 CentralSquare Responsibilities

- a) Inform Customer that the System Review period has begun; provide the review items listed above.
- b) Receive and address all items/issues submitted by Customer during the System Review.
- c) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

4.11.6.2 Customer Responsibilities

- a) Interact with the system and create new content after the Administrator/Designer Training.
- b) Inform the CentralSquare Project Manager of any questions, issues, or requested configuration changes.
- c) Review and approve applicable TCRs.

4.11.7. CrimeView Analytics Acceptance

The Crime Analytics Dashboard application will be considered Accepted upon completion of the System Review.

5 SYSTEM AND SUBSYSTEM PRE GO-LIVE TASKS

5.1 Overview

Preparation for cutover to live operations will be outlined in the weeks leading up to the Go-Live in the Project Schedule and in the Go-Live Plan. The Go-Live plan includes:

- a) The overall timeline for the event
- b) Products involved
- c) Roles and responsibilities
- d) Established meeting dates/times
- e) Issue reporting and escalation process
- f) Transition to support
- g) The communication plan

CentralSquare will prepare a Pre Go-Live checklist for each Subsystem and the Interfaces, if applicable, identifying the activities that will ensure preparation. The list will identify both CentralSquare and Customer responsibilities for completing the Pre Go-Live activities. Training data will be purged from the system, and the system itself will be locked down.

CentralSquare will provide the Customer with a Go-Live Authorization Letter. The Go-Live Authorization Letter confirms the system has been installed and tested, and that the Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the Go-Live. This letter will list all the Subsystems and Interfaces, if applicable, scheduled for the Go-Live, as well as any exceptions.

The date and time of the Go-Live is memorialized, along with assurance that the Customer's technical team and Subject Matter Experts will be available twenty four (24) hours a day to support the CAD/Mobile Enterprise Go-Live and standard business hours (8:00am – 5:00pm, Monday – Friday for Records and Jail Enterprise unless otherwise noted in the Agreement. The Customer must approve the Go-Live Authorization Letter no later than three (3) weeks prior to Go-Live. Approval of the letter is required. CentralSquare will invite the Customer to participate in a presentation to gain familiarity with the structure and methodologies of the Support Services Department. CentralSquare will assist in confirming that representatives designated by Customer needing access to enter and track support cases have credentials for CentralSquare access.

5.1.1. CentralSquare Responsibilities

- a) Schedule internal Go-Live readiness checks and internal team planning meetings.
- b) Prepare the Go-Live Plan for delivery to Customer.
- c) Prepare the Pre Go-Live checklist for delivery to Customer.
- d) Prepare the Go-Live Authorization Letter and deliver to Customer.
- e) Identify the participants for the Go-Live in accordance with the terms of the Agreement.
- f) Coordinate CentralSquare personnel in advance of the Go-Live date to complete final tasks as a part of the Go-Live preparations.

5.1.2. Customer Responsibilities

- a) Complete end user training needed to support the live use of Subsystems.
- b) Participate in review of the Go-Live Plan.
- c) Complete prerequisite tasks as directed by CentralSquare.
- d) Review and approve the Go-Live Authorization Letter no later than three (3) weeks prior to Go-Live.
- e) Develop a process for the identification of, research, reporting and resolution of issues.

6 SYSTEM AND SUBSYSTEM GO-LIVE

6.1 Overview

Go-Live of the Enterprise Subsystems and the required Interfaces, if applicable, into a live operational environment (i.e., production use) is a highly orchestrated activity that will require resources from both Customer and CentralSquare teams.

Go Live is conducted on consecutive weekdays (Monday-Friday). A Go Live that requires CentralSquare support that begins before or extends beyond weekdays (unless included in the Agreement) are subject to additional cost.

The system is brought into production per the Go-Live Authorization Letter and the Go-Live Plan.

During Go-Live, issues are reported and managed by CentralSquare with Customer's assistance. Upon cessation of Go-Live support by CentralSquare, the issues will be submitted by the Customer using CentralSquare's on-line support system, Salesforce.

- "Go-Live" means the event that occurs when the Customer first uses a Subsystem in live operations. A separate Go-Live may take place with respect to each Subsystem, each Interface, and each Modification.
- "Go-Live" means "first use in a non-test bed environment".

6.1.1. CentralSquare Responsibilities

- a) Assist Customer in placing the system into production.
- b) Assist Customer staff in usage of the system as well as documenting, reporting, and researching issues.
- c) Provide support during and after system Go-Live as specified within the Agreement.
- d) Prepare and submit TCR(s) upon first live operation of system in a live environment.
- e) If applicable, Post Go-Live deliverables will be managed to completion of delivery by the CentralSquare Project Manager per the Agreement.

6.1.2. Customer Responsibilities

- a) Place the software into production and begin operational use in accordance with the project schedule, Go-Live Plan, and Go-Live Authorization Letter.

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- b) Provide adequate persons for the supervision and assistance to end users during Go-Live and beyond the participation of the CentralSquare staff.
- c) Provide dedicated workstations for CentralSquare support staff use during Go-Live.
- d) Provide IT support to cover all Customer end user and CentralSquare staff hours of operation.
- e) Review and approve the applicable TCR(s).

7 RELIABILITY PERIOD

7.1 Overview

Upon Go-Live of each Subsystem(s), the Customer shall use the Subsystem(s) for a thirty (30) consecutive day period to verify operational functionality in a live (production) environment. The Reliability Period is completed when the Customer uses the Subsystem(s) for a thirty (30) consecutive day period without any Priority 1 – Urgent or Priority 2 – Critical software errors (as those terms are defined in the Agreement). In the event that a Priority 1 – Urgent or Priority 2 - Critical software error occurs during the Reliability Period, CentralSquare shall commence actions in accordance with the Agreement to correct the reported error.

Note: *If Subsystems do not Go-Live on the same day, or if agencies and/or PSAPs Go-Live in multiple phases, the Reliability Period for each Subsystem will start the first day that Subsystem goes live and is used in a production environment by any agency and/or PSAP. There will not be a separate Reliability Period as subsequent agencies and/or PSAPs Go-Live.*

In the event a Priority 1 - Urgent software error occurs between day one (1) and day thirty (30) of the Reliability Period, the Reliability Period will be stopped and restarted at day one (1) once the software error has been resolved in accordance with the Agreement.

In the event a Priority 2 - Critical software error occurs between day one (1) and day fifteen (15) of the Reliability Period, the Reliability Period will be stopped and restarted from day one (1) once the software error has been resolved in accordance with the Agreement. If the software error occurs between day fifteen (15) and day thirty (30), the Reliability Period will be stopped and restarted from the day the resolution has been provided in accordance with the Agreement.

Priority 1 - Urgent or Priority 2 – Critical software errors caused by factors that are outside of CentralSquare’s control, and/or from variables which are outside the scope of CentralSquare’s responsibilities, will not be counted Priority 1 - Urgent or Priority 2 software errors. Examples of such issues could be, but are not limited to:

- Power failures
- Operator error
- External network failure
- Availability of components that are not provided by CentralSquare but Interface to/from the CentralSquare solution

- Hardware or operating system software
- Non-CentralSquare supplied software components introduced into the working environment

During the Reliability Period, the Subsystem(s) will be frozen, (i.e., no changes, fixes, and/or updates will be applied, except those that are required to address downtime failures associated with the Reliability Period.).

At the conclusion of the Reliability Period, as further defined in the Agreement, the Subsystem(s) will be deemed reliable by the Customer and CentralSquare.

7.1.1. CentralSquare Responsibilities

- a) Provide a TCR to the Customer to document the start of the Reliability Period upon Go-Live of the Subsystem(s).
- b) Address issues that are reported during this Reliability Period.
- c) Provide a TCR to the Customer to document any stops and restarts of the Reliability Period.
- d) Document Priority 3 – Non-Critical and Priority 4 – Minor software errors that are not considered “Reliability Period” issues to be addressed as part of the support and maintenance of the Subsystem.
- e) Provide the TCR to document completion of the Reliability Period of the Subsystem(s).

7.1.2. Customer Responsibilities

- a) Review and sign off on the TCR for documenting the start of the Reliability Period upon Go-Live of the Subsystem(s).
- b) Report issues to the CentralSquare Project Manager when they occur.
- c) Review and sign off on the TCR for documenting any stops and restarts of the Reliability Period.
- d) Approve and return the TCR documenting completion of the Reliability Period of the Subsystem(s).

8 PROJECT CLOSURE

8.1 Overview

Project closure activities commence when all project deliverables have been completed. Support of systems and subsystems will be transitioned to CentralSquare’s Support and monitored per the Support Agreement.

Major Task	Description
Post Go-Live Project Deliverables	Once complete, ensure CentralSquare Project Manager will provide TCR to Customer for signoff of completed deliverables.
Final Audit	CentralSquare Project Manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.
Final Transition	CentralSquare Project Manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues. Customer interaction is officially handed over from the CentralSquare Project Manager to the CentralSquare Support.
Project Closure	CentralSquare Project Manager performs administrative tasks to archive project documents and close the project.

8.1.1. CentralSquare Responsibilities

- a) Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
- b) Transition the CentralSquare point of contact from the Project Manager to Customer Support Department.
- c) Provide continued support based on terms of Agreement.

8.1.2. Customer Responsibilities

- a) Provide approval of final Project TCRs within five (5) business days.
- b) Process payment of final invoices.

9 Appendix A - Contracted Modifications to Standard CentralSquare Products

Any modifications to standard CentralSquare products and standard system interfaces that are to be delivered through this Project are listed in the Agreement. The functional scope of any modification procured through the Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed. Any and all modifications or enhancements that are not explicitly listed in the Agreement are not within the scope of this Project.

Any modification to the functionality of standard CentralSquare products or interfaces, outside the scope of the Agreement, within the system, or subsystems, shall follow the Change Order Process as described in [Change Order Process](#).

Any post-approval changes to the requirements documented in the system OSDs or other documents are subject to a formal Change Order.

Note: *All enhancements and modifications to any of CentralSquare's standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., CAD Enterprise and the like) based upon the relevance and dependency to these products.*

Note: *Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a service pack or patch is a piece of software designed to fix problems with or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.*

Note: *Any changes to the requirements documented in approved System OSDs are subject to Change Order.*

CentralSquare will modify Records Enterprise to add a Receipts feature. The Records Enterprise Receipts feature is used to record payments, print receipts, and search for various record types for receipts.

10 Appendix B - Standard CentralSquare Interfaces

The scope of functionality for these standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced. Descriptions of each of the standard interfaces below will become the basis for the scope of detailed requirements, described in the FDD. Any changes in the requirements documented and approved in the System FDDs are subject to a Change Order.

Standard Interfaces

Standard Interfaces are included in the Agreement and listed in this SOW. If not explicitly listed in the Agreement, the Interface will not be installed and supported.

Standard Interface	Description
Interface Name	Standard ANI/ALI Interface
Interface Description	The CAD Enterprise E911, ANI/ALI Interface provides a one-way transfer and processing of data from the E911 Controller of the phone system to CAD Enterprise using one of the two available types of package structures: fixed position and delimited fields. The Interface is configurable to process various formats of ANI/ALI data streams—to include certain formats of TTY/TDD emergency calls.
Vendor	Comtech
Subsystem	CAD
Direction	Import
Interface Document Name	OSD – Standard ANI/ALI Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Standard CAD to External Incident Data Transfer
Interface Description	The CAD Enterprise to External System Data Transfer Interface will provide a one-way data transfer of selected CAD Enterprise incident data fields from CAD Enterprise to a single Records Management System (RMS), Reporting Module, or other system external to the CAD Enterprise System. Note: CentralSquare has developed several separate configurations (i.e., data formats and transfer methods) for

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	the Interface to support various external system vendors. Only one format is supported per implementation of the Interface. More than instance of the Interface may be implemented on a single CAD Enterprise system to support multiple vendors or multiple destinations for a single vendor. The output is in CentralSquare's proprietary file format.
Vendor	ESO
Subsystem	CAD
Direction	Export
Interface Document Name	OSD - CAD-to-External System Publisher Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Standard EMD Integration
Interface Description	The CAD Enterprise EMD Integration provides integration between CAD Enterprise and the EMD application. CAD Enterprise allows the user to launch the EMD application automatically within the CAD Enterprise call-taking screen. When the user reaches the applicable field, the EMD application is opened as a window within CAD Enterprise allowing the user to complete the EMD session. Once key trigger points are reached, the incident type and priority are automatically updated. Note: One (1) client license is required per CAD workstation. Only one (1) interface is required for Police, Fire, and EMS. The EMD application must be purchased separately.
Vendor	Priority Dispatch, ProQA
Subsystem	CAD
Direction	Bi-Directional
Interface Document Name	N/A
Instances Contracted	Production, Test
Required for Go-Live	Yes

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Standard Interface	Description
Interface Name	Standard Alpha Numeric Paging Interface
Interface Description	The CAD Enterprise Paging Interface is a standard alphanumeric paging interface to provide text “paging” messages to a paging system vendor(s) using PET/TAP, WCTP, SMTP, or SNPP paging protocols, for delivery to the intended recipients.
Vendor	PageGate
Subsystem	CAD
Direction	Export
Interface Document Name	OSD – AlphaNumeric Paging Standard Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Standard Smart911 Interface
Interface Description	The purpose of this interface is to provide the integration between CAD Enterprise and Smart911. CentralSquare will create a CAD-2-Smart911 interface service (also known as C2SS) to use in conjunction with the current standard CAD Enterprise ANIALI interface. Callers registered with Smart911 can provide information such as an address, phone number, caller, pets, medications, etc. When a 911 call comes in, the Smart911 system, like the CAD Enterprise ANIALI interface, receives the same minimal information. It then uses the phone number to determine if it belongs to a registered caller, then creates a ticket/event. Smart911 passes this ticket number to the CAD Enterprise Interface to associate it to an CAD Enterprise incident. When the CAD workstation or mobile user clicks on the ticket number, the caller’s info will be displayed by the Smart911 system.
Vendor	Rave Smart911
Subsystem	CAD
Direction	Bi-Directional
Interface Document Name	OSD - Standard Smart911 Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

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Standard Interface	Description
Interface Name	Standard Station Alert Interface
Interface Description	The CAD Enterprise Station Alerting Interface works with the Phoenix G2 Station Alerting (previously US Digital Designs). The Phoenix G2 Station Alerting System consists of a Communications Gateway that interfaces with CAD, allows system management and monitoring, communicates with Station Controller devices located in stations. Upon a CAD Enterprise System dispatch event, the CAD Enterprise Interface shall pass dispatch assignment information to the Phoenix G2 System. The Phoenix G2 Alerting System Server shall receive the CAD dispatch data and perform programmed station alerting functions for the stations involved.
Vendor	USDD Phoenix
Subsystem	CAD
Direction	Export
Interface Document Name	IRD - USDD Station Alerting Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Enterprise CAD Axon Evidence.com Data Extract
Interface Description	CentralSquare will provide a SQL view and login that allows Axon to connect and query that view in order to obtain incident information such as Event ID, Address, Problem Nature, Responder information, Incident Disposition, and both dispatch and cleared call times.
Vendor	Axon
Subsystem	CAD
Direction	Export
Interface Document Name	N/A
Instances Contracted	Production, Test
Required for Go-Live	Yes

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Standard Interface	Description
Interface Name	Enterprise CAD SwissPhone Alert/Paging Interface
Interface Description	CAD Enterprise includes support of a robust automated and user-initiated paging capability that interfaces with NotePage / PageGate. Integration with the SwissPhone Paging system is also supported.
Vendor	PageGate
Subsystem	CAD
Direction	Export
Interface Document Name	OSD – AlphaNumeric Paging Standard Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Standard RapidSOS Interface
Interface Description	The standard RapidSOS, service-based, interface works with the RapidSOS API. The API provides the ability for connecting clients to query the RapidSOS Clearinghouse server over public networks only when using TLS and tightly-controlled API keys. The API keys are used during the query process to authenticate the requestor to an agency that is authorized to retrieve caller location data. The Clearinghouse contains the information of callers that have: 1. The technical ability to deliver their location information to the Clearinghouse; 2. Placed a 911 call. The RapidSOS Clearinghouse server interfaces with CAD Enterprise through a host server using a REST Web Service (HTTPS). Once an Incident ID is assigned to a call incident that was created using ANI/ALI data, the Interface will query the Clearinghouse using the received ANI and return the location for that caller (if a location is available). Workflows on assigning an Incident ID to a call varies between agencies and will affect how this interface initially queries the Clearinghouse.
Vendor	RapidSOS
Subsystem	CAD
Direction	Import
Interface Document Name	OSD – Standard RapidSOS Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

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Standard Interface	Description
Interface Name	Standard External to CAD Enterprise- Premise
Interface Description	The External to CAD Enterprise Data Transfer Interface provides the ability to import and update premise records from an external source. This is a single directional interface from the external source to CAD Enterprise. The interface will enable information that is entered or edited on the external system to propagate to the CAD Enterprise system. Any premise information added or edited within the CAD Enterprise system will be allowed, but the changes will not be updated back to the external system.
Vendor	FirstDue, ESO
Subsystem	CAD
Direction	Import
Interface Document Name	OSD - External to CAD - Premise v2
Instances Contracted	Production, Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Standard CAD to External Incident Data Transfer
Interface Description	The CAD Enterprise to External System Data Transfer Interface will provide a one-way data transfer of selected CAD Enterprise incident data fields from CAD Enterprise to a single Records Management System (RMS), Reporting Module, or other system external to the CAD Enterprise System. Note: CentralSquare has developed several separate configurations (i.e., data formats and transfer methods) for the Interface to support various external system vendors. Only one format is supported per implementation of the Interface. More than instance of the Interface may be implemented on a single CAD Enterprise system to support multiple vendors or multiple destinations for a single vendor. The output is in CentralSquare's proprietary file format.
Vendor	Fire Recovery
Subsystem	CAD
Direction	Export
Interface Document Name	OSD - CAD-to-External System Publisher Interface
Instances Contracted	Production, Test

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Required for Go-Live	Yes
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Standard Interface	Description
Interface Name	PulsePoint
Interface Description	CentralSquare will provide PulsePoint with a SQL User on the CAD archive database in order for PulsePoint to create a SQL view with the data that they need and then they pull the data from that view. The CAD archive database is populated by the CAD production database using SQL replication in near real time so the data available to PulsePoint in the archive database is the same as the production database.
Vendor	PulsePoint
Subsystem	CAD
Direction	Export
Interface Document Name	N/A
Instances Contracted	Production only
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	IA Standard TraCS Citation and Crash Import Interface
Interface Description	The CentralSquare IA TraCS Interface is a unidirectional interface that will import Citation, Warning, and Crash data from the TRACS system into Records Enterprise.
Vendor	TraCs
Subsystem	Records
Direction	Import
Interface Document Name	OSD - Black Hawk TRACS Importer Interface
Instances Contracted	Production, Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Axon Evidence.com Link Interface
Interface Description	The CentralSquare Evidence.com integration monitors Records Enterprise for when new cases are created from a CAD Call for Service, and automatically generates hyperlinks to videos in the Evidence.com system. These hyperlinks will appear in the case attachments section in Records Enterprise.

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Vendor	Axon
Subsystem	Records
Direction	Import
Interface Document Name	OSD - Axon Evidence.com Interface v1.4
Instances Contracted	Production/Test
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Enterprise Jail Inmate Phone Interface (Export)
Interface Description	This is a one-way interface from Jail Enterprise to the ICS inmate phone system. Jail Enterprise will send inmate demographic and location data as XML to the ICS Enforcer web service when an inmate is booked, released, changes jacket numbers, changes cell location, or has a master name record merged. Jail will also send the ICS Enforcer web service a weekly active inmates list to keep the two systems in sync. ICS configures and manages the ICS Enforcer web service.
Vendor	ICSolutions
Subsystem	Jail
Direction	Export
Interface Document Name	N/A
Instances Contracted	Production
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Enterprise Jail Commissary Interface
Interface Description	The interface between Jail Enterprise and the Keefe Commissary system is a one-way interface. Jail Enterprise will export inmate demographic data in XML, CSV, or JSON format. An alternative method may be selected by Keefe where data is exported from Jail to a network share or FTP location, accessible by Keefe. The data in this file will be imported into the Keefe commissary system via a process completely external to Jail Enterprise. The export will be setup by CentralSquare using the RESTful interface.
Vendor	Keefe
Subsystem	Jail
Direction	Export

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Interface Document Name	N/A
Instances Contracted	Production
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Enterprise Jail VINE Interface
Interface Description	The interface between Jail Enterprise to Appriss is a one-way interface. CentralSquare will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. CentralSquare will provide Appriss with database user information.
Vendor	Appriss VINE Victim Services
Subsystem	Jail
Direction	Export
Interface Document Name	N/A
Instances Contracted	Production
Required for Go-Live	Post Go-Live deliverable; Appriss needs Production data.

Standard Interface	Description
Interface Name	Enterprise Jail LiveScan/AFIS Interface
Interface Description	This is a two-way interface between Jail Enterprise and the IA AFIS Livescan system provided by Idemia. When an inmate is booked into Jail, a NIST file containing inmate booking and mugshot information is sent to the AFIS Livescan system via FTP. The Livescan imports the data file, pre-populating the booking record for submission to AFIS. A tracking number is then exported from LiveScan back to Jail Enterprise.
Vendor	Idemia
Subsystem	Jail
Direction	Bi-directional
Interface Document Name	N/A
Instances Contracted	Production
Required for Go-Live	Yes

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Standard Interface	Description
Interface Name	Enterprise Jail NDEx Adapter (IB IEPD)
Interface Description	This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. CentralSquare transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.
Vendor	Vendor neutral
Subsystem	Jail
Direction	Export
Interface Document Name	N/A
Instances Contracted	N/A
Required for Go-Live	N/A

Standard Interface	Description
Interface Name	Enterprise Jail Time Synchronization Interface
Interface Description	This is a server synchronization, which exists between the jail service and other Enterprise services.
Vendor	Vendor neutral
Subsystem	Jail
Direction	N/A
Interface Document Name	N/A
Instances Contracted	N/A
Required for Go-Live	N/A

Standard Interface	Description
Interface Name	Enterprise Jail Reporting Universal Interface Engine
Interface Description	Internal to the Jail Enterprise application, the reporting universal interface engine is used to fulfill the recurring report or RESTful interfaces.
Vendor	Vendor neutral
Subsystem	Jail
Direction	N/A
Interface Document Name	N/A
Instances Contracted	N/A
Required for Go-Live	N/A

Standard Interface	Description
Interface Name	Guard 1 interface
Interface Description	This is a two-way interface from Guard1 to Jail Enterprise. Jail Enterprise exports inmate and officer information including booking photos, cell locations and inmate alerts to a shared file location. Guard1 consumes this information via a process external to Jail Enterprise. Guard1 is responsible for deleting these files once consumed. Guard1 exports inmate movement events, cell checks, inspections, inmate activities and inmate handouts to a shared file exchange where it is consumed by Jail Enterprise. Jail Enterprise is responsible for deleting these files once consumed. Upon successful import of this data from Guard1, Jail Enterprise creates inmate cell check entries, activity entries, shift log notes and inmate property updates.
Vendor	TimeKeeping Systems
Subsystem	Jail
Direction	Bi-directional
Interface Document Name	N/A
Instances Contracted	Production
Required for Go-Live	Yes

11 Appendix C - Custom CentralSquare Interfaces

The scope of functionality for custom interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced, and 3) what has been defined and approved in the Interface FDD. The approved FDD for each custom Interface is the basis for the scope of detailed requirements as well as testing and acceptance of the Interface. Any subsequent changes to approved FDDs are subject to Change Order and may impact the project timeline.

Any post-approval changes to the requirements documented in the system OSDs or other documents are subject to a Change Order.

Custom Interfaces

Custom Interfaces are included in the Agreement and listed in this SOW. If not explicitly listed in the Agreement, the Interface will not be installed and supported.

Custom Interface	Description
Interface Name	Milestone Systems XProtect Video Management Interface
Interface Description	Integrate Milestone Systems XProtect into CAD Enterprise mapping where the dispatcher can view the real time camera(s) nearest to an incident event.
Vendor	Milestone Systems / Racom is their vendor.
Subsystem	CAD
Direction	Import
Interface Document Name	TBD
Instances Contracted	Production, Test
Go-Live Requirement	Customer requires the interface be available for Go-Live. Development work is contingent upon contract execution, Customer approved Operational Scenario Document (OSD), and scheduling of resources.

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Custom Interface	Description
Interface Name	Modification to Iowa Livescan/AFIS Bi-Directional Interface
Interface Description	Request to modify the existing bidirectional Iowa Livescan interface to import Mugshots from the AFIS system back into Jail Enterprise. Note: Idemia must confirm mugshot data is available for import into Jail Enterprise. If the mugshots are not available, a change order will be required to remove this interface modification from the Agreement.
Vendor	Idemia
Subsystem	Jail
Direction	Import Functionality of Bi-Directional Interface
Interface Document Name	N/A
Instances Contracted	Production
Go-Live Requirement	Yes

12 Appendix D - Message Switch

The CentralSquare Message Switch is a component of the CentralSquare Suite which allows query and response transactions between CentralSquare Suite applications, the State, and some third-party data sources. CentralSquare Message Switch is a standalone application that can be accessed from any web application, or within a CentralSquare products, to centralize inquiries to state switch systems, internal systems and/or other providers while reducing user interactions and data entry workflows.

A **Message Switch Provider** is equivalent to a data source (such as a CentralSquare component like Records Enterprise, the State, or a SQL database).

Message Switch Providers use Transactions to query the data source.

A **Message Switch Transaction** can be considered the equivalent of an individual query or a combination (combo query which queries multiple Providers). Examples of individual queries would be Person by Name or Driver's License Number Transaction for the Provider Records Enterprise, or a Message key Transaction to the Provider State Justice Switch, or a Type of SQL Query to an external SQL database for a custom provider). Transactions are rolled up under each Provider. An example of a combination query would be a Transaction defined as a Combination Query of a Person query on both a State Provider and a SQL custom transaction (e.g., a Person by Name query which searches both the State, and an external SQL Data Source).

Standard transactions are included in the project, subject to applicable access. Standard queries can be performed via the Enterprise suite applications graphical user interfaces as documented.

The list of Message Switch Providers and associated Transactions included in this Agreement are as follows:

Standard Providers:

Provider: Records Enterprise

Standard Records Enterprise Transactions:

Category	Transaction Name
Admin\Other	Free Form
Gun	Gun Inquiry
Vehicle	Vehicle Inquiry
Admin\Other	Location Inquiry
Person	Person Inquiry
Article	Property Inquiry

Provider: CAD Enterprise

Standard CAD Enterprise Transactions:

Category	Transaction Name
Admin\Other	CAD Incident Inquiry
Person	CAD Person Inquiry
Article	CAD Property Inquiry
Vehicle	CAD Vehicle Inquiry
Gun	CAD Weapon Inquiry
Vehicle	Query Tow Request
Person	Query BOLO Person
Vehicle	Query BOLO Vehicle

Provider: Jail Enterprise

Standard Jail Enterprise Transaction:

Category	Transaction Name
Person	Person Inquiry (Mugshot, Jail Person Query)

Provider: State Justice Switch (Iowa)

Standard State Justice Switch Transactions (State/NLETS/NCIC transactions)

For new State implementations where CentralSquare has not yet developed standard transactions, the Customer is responsible for providing State documentation for review by CentralSquare Product Management to identify standard state transactions.

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Transactions do not by default include record entry, modification, or update (Cancel, Clear, Locate) functionality. This functionality is available only if CentralSquare develops the queries as custom transactions as part of the Agreement.

Standard State Justice Switch Transactions

Category	Message Key	Transaction Name
Gun	XFG	Felony Gun Cancel
Gun	XG	Stolen Gun Cancel
Gun	XLG	Lost Gun Cancel
Gun	XRG	Recovered Gun Cancel
Person	XMPN	Person With Information Supplemental Cancel
Person	XMP	Person With Information Cancel
Article	XS	Single Security Cancel
Person	XW	Iowa Wanted Person Cancel
Gun	CFG	Felony Gun Clear
Gun	CG	Stolen Gun Clear
Gun	CLG	Lost Gun Clear
Gun	CRG	Recovered Gun Clear
Article	CS	Single Security Clear
Person	ED	Missing Person Dental Information Entry
Person	EMPN	Person With Information Supplemental Entry
Person	EMP	Person With Information Entry
Person	EIDC	Identity Theft Entry - Caution
Person	EID	Identity Theft Entry
Person	EIN	Identity Theft Supplemental Entry
Person	MID	Identity Theft Modify
Person	QID	Identity Theft Inquiry
Person	XID	Identity Theft Cancel
Person	XIN	Identity Theft Supplemental Cancel
Gun	LFG	Felony Gun Locate
Gun	LLG	Lost Gun Locate
Gun	EFG	Felony Gun Entry
Gun	ERG	Recovered Gun Entry
Gun	ELG	Lost Gun Entry
Gun	EG	Stolen Gun Entry
Gun	LG	Stolen Gun Locate
Article	LS	Single Security Locate

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Gun	MFG	Felony Gun Modify
Gun	MLG	Lost Gun Modify
Gun	MRG	Recovered Gun Modify
Gun	MG	Stolen Gun Modify
Person	MD	Missing Person Dental Information Modify
Person	MMP	Person With Information Modify
Article	MS	Single Security Modify
Person	MD	Wanted Person Dental Information Modify
Person	MW	Iowa Wanted Person Modify
Person	CW	Iowa Wanted Person Clear
Person	EM	Iowa Missing Person Entry
Person	EW	Iowa Wanted Person Entry
Vehicle	QB	Query Boat
Gun	QG	Query Gun
Article	QS	Query Securities
Vehicle	QV	Query Stolen/Felony Vehicle/Plate/Part
Person	QW	Iowa Wanted/Missing Person Inquiry
AdminOther	ACQ	NLETS Prism Carrier Status Inquiry
Vehicle	AVQ	NLETS Prism Vehicle Status Inquiry
AdminOther	GPQ	NLETS Law Enforcement Information Sharing Service Query
AdminOther	CPQ	NLETS Corrections Photo Inquiry
Gun	FGQ	NLETS INTERPOL Gun Follow-Up Inquiry
Person	FPQ	NLETS INTERPOL Persons Follow-Up Inquiry
AdminOther	FQC	NLETS International Fuel Tax Transaction Inquiry
AdminOther	FTQ	NLETS INTERPOL Travel Documents Follow-Up Inquiry
Vehicle	FVQ	NLETS INTERPOL Vehicle Follow-Up Inquiry
Vehicle	GVQ	NLETS VIN Check Inquiry
Gun	IGQ	NLETS INTERPOL Gun Initial Inquiry
Person	IPQ	NLETS INTERPOL Person Initial Inquiry
AdminOther	ITQ	NLETS INTERPOL Travel Documents Initial Inquiry
Vehicle	IVQ	NLETS INTERPOL Vehicle Initial Inquiry
AdminOther	PAQ	NLETS Person Probation/Corrections/Parole All Inquiry
AdminOther	PBQ	NLETS Person Probation Inquiry
AdminOther	PCQ	NLETS Person Corrections Inquiry
AdminOther	RCQ	NLETS Railroad Crossing Inquiry
Person	SOQ	NLETS Sex Offender Inquiry
Person	SWQ	NLETS State Warrant Query
Person	IAQ	NLETS Immigration Alien Query
AdminOther	PPQ	NLETS Person Parole Inquiry

Dubuque PD, IA ONESolution to Enterprise Migration

Gun	CWQ	NLETS Concealed Weapons Permit Query
Person	FQ	Out-Of-State Follow-Up Request
Person	IQ	Out-Of-State Initial Request
AdminOther	HQ	NLETS Weather and Road Conditions Query
Vehicle	GQ	Query Aircraft Registration
Vehicle	VQ	NLETS Canadian Vehicle File Query
AdminOther	TQ	NLETS ORION File Query
Vehicle	MQ	NLETS Hazardous Materials Query
AdminOther	NAQ	NLETS NICB All Files Query
AdminOther	AM	NLETS Administrative Message
Vehicle	SQ	NLETS Snowmobile Registration Query
Vehicle	BQ	Query Boat Registration
Person	DNQ	NLETS Driver History Query By Name Only
Person	DQ	NLETS Driver Record Query
Person	KQ	NLETS Driver History Inquiry
Person	RNQ	NLETS Vehicle Registration Query By Name Only
Vehicle	RQ	NLETS Vehicle Registration Query
Person	UQ	NLETS Canadian Driver Record Query
AdminOther	ACQ\$	Test NLETS Prism Carrier Status Inquiry
Vehicle	AVQ\$	Test NLETS Prism Vehicle Status Inquiry
AdminOther	GPQ\$	Test NLETS Law Enforcement Information Sharing Service Query
AdminOther	CPQ\$	Test NLETS Corrections Photo Inquiry
Gun	FGQ\$	Test NLETS INTERPOL Gun Follow-Up Inquiry
Person	FPQ\$	Test NLETS INTERPOL Persons Follow-Up Inquiry
AdminOther	FQC\$	Test NLETS International Fuel Tax Transaction Inquiry
AdminOther	FTQ\$	Test NLETS INTERPOL Travel Documents Follow-Up Inquiry
Vehicle	FVQ\$	Test NLETS INTERPOL Vehicle Follow-Up Inquiry
Vehicle	GVQ\$	Test NLETS VIN Check Inquiry
Gun	IGQ\$	Test NLETS INTERPOL Gun Initial Inquiry
Person	IPQ\$	Test NLETS INTERPOL Person Initial Inquiry
AdminOther	ITQ\$	Test NLETS INTERPOL Travel Documents Initial Inquiry
Vehicle	IVQ\$	Test NLETS INTERPOL Vehicle Initial Inquiry
AdminOther	PAQ\$	Test NLETS Person Probation/Corrections/Parole All Inquiry
AdminOther	PBQ\$	Test NLETS Person Probation Inquiry
AdminOther	PCQ\$	Test NLETS Person Corrections Inquiry
AdminOther	RCQ\$	Test NLETS Railroad Crossing Inquiry
Person	SWQ\$	Test NLETS State Warrant Query
Person	IAQ\$	Test NLETS Immigration Alien Query
AdminOther	PPQ\$	Test NLETS Person Parole Inquiry

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Gun	CWQ\$	Test NLETS Concealed Weapons Permit Query
Vehicle	GQ\$	Test Query Aircraft Registration
AdminOther	NAQ\$	Test NLETS NICB All Files Query
Vehicle	SQ\$	Test NLETS Snowmobile Registration Query
Vehicle	RQ\$	Test NLETS Vehicle Registration Query
Person	XMPN\$	Test Person With Information Supplemental Cancel
Person	XMP\$	Test Person With Information Cancel
Person	ED\$	Test Missing Person Dental Information Entry
Person	EMPN\$	Test Person With Information Supplemental Entry
Person	EMP\$	Test Person With Information Entry
Person	MD\$	Test Missing Person Dental Information Modify
Person	MMP\$	Test Person With Information Modify
Person	MD\$	Test Wanted Person Dental Information Modify
Article	LLAA	Locate All Or Part Of Group - Lost (NCIC Record)
Article	MAA	Modify Group Article - Stolen
Article	MA	Modify Single Article - Stolen
Article	MLAA	Modify Group Article - Lost
Article	MLA	Modify Single Article - Lost
AdminOther	BOAT1	Iowa Boat Registration Inquiry
Vehicle	CB	Clear Boat
Vehicle	XB	Cancel Boat
Vehicle	LB	Locate Boat
Vehicle	MB	Modify Boat
Vehicle	EB	Enter Boat
AdminOther	AM	NLETS General Help File Query
Article	CAA	Clear All Or Part Of Group - Stolen
Article	CAQ	Canadian Article Inquiry
Article	CA	Clear Single Article - Stolen
Vehicle	CBQ	Canadian Boat Inquiry
Gun	CGQ	Canadian Gun Inquiry
Article	CLAA	Clear All Or Part Of Group - Lost
Article	CLA	Clear Single Article - Lost
Person	CPO	Iowa Protective Order Clear
Person	AM	In-State Rejection Of Manual Search On Record
Person	AM	In-State Response To Manual Search On Record
Person	AM	Out-Of-State Administrative Rejection
Person	AR	Out-Of-State Administrative Response
Person	AQ	Out-Of-State Administrative Request
Person	AM	In-State Request For Manual Search On Record

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Person	QH	QH By SOC Or MNU Or SID To III
Person	RAPW	Inquiry By DCI For Warrant Enhancement
Person	QMNI	Master Name Index Inquiry By NAM/DOB/SEX
Person	QRI	QRI - QR - CCH By FBI
Person	QR	CCH And/Or III By DCI And/Or FBI
Person	QH	CCH/III By NAM/DOB/SEX/RAC Or FBI
Article	CSQ	Canadian Security Inquiry
Article	LAA	Locate All Or Part Of Group - Stolen (NCIC Record)
Article	LA	Locate Single Article - Stolen (NCIC Record)
Article	LLA	Locate Single Article - Lost (NCIC Record)
Person	LW	NCIC Missing Person Locate
Person	QM	Iowa Missing Person By Physical Descriptors Inquiry
Person	KQ	NLETS Commercial Driver History Inquiry
AdminOther	AM	NLETS Help File Query
Person	YR	NLETS Hit Confirmation Response - Missing Person
Person	YR	NLETS Hit Confirmation Response - Protective Order
Person	YQ	NLETS Hit Confirmation Request - Protective Order
Article	YR	NLETS Hit Confirmation Response - Stolen Article
Vehicle	YR	NLETS Hit Confirmation Response - Stolen Boat
Gun	YR	NLETS Hit Confirmation Response - Stolen Gun
Vehicle	YR	NLETS Hit Confirmation Response - Stolen Plate
Vehicle	YR	NLETS Hit Confirmation Response - Stolen Part
Vehicle	YQ	NLETS Hit Confirmation Request - Stolen Part
Article	YR	NLETS Hit Confirmation Response - Stolen Security
Article	YQ	NLETS Hit Confirmation Request - Stolen Security
Article	YQ	NLETS Hit Confirmation Request - Stolen Article
Gun	YQ	NLETS Hit Confirmation Request - Stolen Gun
Vehicle	YQ	NLETS Hit Confirmation Request - Stolen Plate
Vehicle	YQ	NLETS Hit Confirmation Request - Stolen Boat
Vehicle	YR	NLETS Hit Confirmation Response - Stolen Vehicle
Vehicle	YQ	NLETS Hit Confirmation Request - Stolen Vehicle
Person	YQ	NLETS Hit Confirmation Request - Missing Person
Person	YR	NLETS Hit Confirmation Response - Wanted Person
Person	YQ	NLETS Hit Confirmation Request - Wanted Person
Article	CSS	Group Security Clear
Article	ESS	Group Security Enter
Article	LSS	Group Security Locate Partial
Article	LSS	Group Security Locate All
Article	ES	Single Security Entry

Dubuque PD, IA ONESolution to Enterprise Migration

Article	MSS	Group Security Modify
Article	XSS	Group Security Cancel
Vehicle	CV	Iowa Vehicle/Plate/Part Clear
Person	CW	Iowa Missing Person Clear
Vehicle	LL	Locate Vehicle License Plate In NCIC
Vehicle	LP	Locate Vehicle Part In NCIC
Vehicle	LF	Locate Felony Vehicle/Plate/Part In NCIC
Vehicle	LV	Locate Vehicle In NCIC
Person	DLRQ	Query Iowa Driver License by Name
Person	DLRQ	Query Iowa Driver License by License Number
Person	DLRQ	Query Iowa Driver License by SSN
Person	DQ	NLETS Commercial Driver Status Inquiry
Person	DW	Iowa Detainer Information Entry
Article	EAA	Enter Group Article - Stolen
Article	EA	Enter Single Article - Stolen
AdminOther	EDP	Iowa Nics Denied Person Entry
AdminOther	EDV	Iowa Validation Entry
Article	ELAA	Enter Group Article - Lost
Article	ELA	Enter Single Article - Lost
Vehicle	EL	Iowa Vehicle Plate Entry
Person	ENPO	Iowa Protective Order Supplemental Entry
Person	ED	Iowa Wanted Person Dental Information Entry
Person	XNS	Iowa Stolen/Fraudulent Identifiers Cancel
Person	ENS	Iowa Stolen/Fraudulent Identifiers Entry
Person	XN	Iowa Wanted Person Supplemental Cancel
Person	EN	Iowa Wanted Person Supplemental Entry
Person	EN	Iowa Missing Person Supplemental Entry
Person	EPOT	Iowa Protective Order Entry
Person	EPO	Protective Order Entry
Vehicle	EP	Iowa Vehicle Part Entry
Vehicle	EV	Iowa Stolen/Felony Vehicle Entry
Vehicle	EV	Iowa Vehicle Towed Entry
AdminOther	IRPE	Iowa Reciprocity Registration Inquiry
Article	LAA	Locate All Or Part Of Group - Stolen (Iowa Record)
Article	LA	Locate Single Article - Stolen (Iowa Record)
Article	LLAA	Locate All Or Part Of Group - Lost (Iowa Record)
Article	LLA	Locate Single Article - Lost (Iowa Record)
Vehicle	LV	Locate Vehicle/Plate/Part In Iowa
Person	LW	Iowa Missing Person Locate

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Person	LW	Iowa Wanted Person Locate
AdminOther	MDP	Iowa Nics Denied Person Modify
Person	MDW	Iowa Detainer Information Modify
Vehicle	ML	Iowa Vehicle Plate Modify
Person	MPO	Iowa Protective Order Modify
Vehicle	MP	Iowa Vehicle Part Modify
Vehicle	MV	Iowa Vehicle Stolen/Felony/Towed Modify
Person	MW	Iowa Missing Person Modify
AdminOther	QDR	Icon By Doc Number Inquiry
AdminOther	QDV	Iowa Validation File Inquiry
Person	QMVR	Query Iowa Vehicle Registration
Person	QD	Wanted/Missing Person And Driver License Inquiry (QD)
Person	QMVR	Query Iowa Vehicle Registration by Name and Date of Birth
Person	QMVR	Query Iowa Vehicle Registration by Name and License Number
Person	QMVR	Query Iowa Vehicle Registration by Name and Social Security Number
Vehicle	QQ	Iowa Stolen Vehicle and Vehicle Registration Inquiry
Person	QQ	Wanted/Missing Person And Driver License Inquiry (QQ)
Person	DLRQ	Query Iowa Driver License
Article	QA	Query
AdminOther	SDP	Iowa Nics Denied Person Supplemental Entry
AdminOther	SNOW	Iowa SnowMobile / ATV Registration Inquiry
Vehicle	VQ	NLETS Canadian Vehicle File Query By License Plate
Vehicle	VQ	NLETS Canadian Vehicle File Query by Vehicle Identification Number
Person	WQ	Canadian Wanted Person Inquiry
Article	XAA	Cancel All Or Part Of Group - Stolen
Article	XA	Cancel Single Article - Stolen
AdminOther	XDP	Iowa Nics Denied Person Cancel
Person	XDW	Iowa Detainer Information Cancel
Article	XLAA	Cancel All Or Part Of Group - Lost
Article	XLA	Cancel Single Article - Lost
Person	XNPO	Iowa Protective Order Supplemental Cancel
Person	XN	Iowa Missing Person Supplemental Cancel
Vehicle	XQ	Canadian Stolen Registration Inquiry
Vehicle	XV	Iowa Vehicle/Plate/Part Cancel
Person	XW	Iowa Missing Person Cancel
Gun	XFG\$	Test Felony Gun Cancel
Gun	XG\$	Test Stolen Gun Cancel
Gun	XLG\$	Test Lost Gun Cancel
Gun	XRG\$	Test Recovered Gun Cancel

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Article	XS\$	Test Single Security Cancel
Person	XW\$	Test Iowa Wanted Person Cancel
Gun	CFG\$	Test Felony Gun Clear
Gun	CG\$	Test Stolen Gun Clear
Gun	CLG\$	Test Lost Gun Clear
Gun	CRG\$	Test Recovered Gun Clear
Article	CS\$	Test Single Security Clear
Person	EIDC\$	Test Identity Theft Entry - Caution
Person	EID\$	Test Identity Theft Entry
Person	EIN\$	Test Identity Theft Supplemental Entry
Person	MID\$	Test Identity Theft Modify
Person	QID\$	Test Identity Theft Inquiry
Person	XID\$	Test Identity Theft Cancel
Person	XIN\$	Test Identity Theft Supplemental Cancel
Gun	LFG\$	Test Felony Gun Locate
Gun	LLG\$	Test Lost Gun Locate
Gun	EFG\$	Test Felony Gun Entry
Gun	ERG\$	Test Recovered Gun Entry
Gun	ELG\$	Test Lost Gun Entry
Gun	EG\$	Test Stolen Gun Entry
Gun	LG\$	Test Stolen Gun Locate
Article	LS\$	Test Single Security Locate
Gun	MFG\$	Test Felony Gun Modify
Gun	MLG\$	Test Lost Gun Modify
Gun	MRG\$	Test Recovered Gun Modify
Gun	MG\$	Test Stolen Gun Modify
Article	MS\$	Test Single Security Modify
Person	MW\$	Test Iowa Wanted Person Modify
Person	CW\$	Test Iowa Wanted Person Clear
Person	EM\$	Test Iowa Missing Person Entry
Person	EW\$	Test Iowa Wanted Person Entry
Vehicle	QB\$	Test Query Boat
Gun	QG\$	Test Query Gun
Article	QS\$	Test Query Securities
Vehicle	QV\$	Test Query Stolen/Felony Vehicle/Plate/Part
Person	QW\$	Test Iowa Wanted/Missing Person Inquiry
Person	SOQ\$	Test NLETS Sex Offender Inquiry
Person	FQ\$	Test Out-Of-State Follow-Up Request
Person	IQ\$	Test Out-Of-State Initial Request

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AdminOther	HQ\$	Test NLETS Weather and Road Conditions Query
Vehicle	VQ\$	Test NLETS Canadian Vehicle File Query
AdminOther	TQ\$	Test NLETS ORION File Query
Vehicle	MQ\$	Test NLETS Hazardous Materials Query
AdminOther	AM\$	Test NLETS Administrative Message
Vehicle	BQ\$	Test Query Boat Registration
Person	DNQ\$	Test NLETS Driver History Query By Name Only
Person	DQ\$	Test NLETS Driver Record Query
Person	KQ\$	Test NLETS Driver History Inquiry
Person	RNQ\$	Test NLETS Vehicle Registration Query By Name Only
Person	UQ\$	Test NLETS Canadian Driver Record Query
Article	LLAA\$	Test Locate All Or Part Of Group - Lost (NCIC Record)
Article	MAA\$	Test Modify Group Article - Stolen
Article	MA\$	Test Modify Single Article - Stolen
Article	MLAA\$	Test Modify Group Article - Lost
Article	MLA\$	Test Modify Single Article - Lost
AdminOther	BOAT1\$	Test Iowa Boat Registration Inquiry
Vehicle	CB\$	Test Clear Boat
Vehicle	XB\$	Test Cancel Boat
Vehicle	LB\$	Test Locate Boat
Vehicle	MB\$	Test Modify Boat
Vehicle	EB\$	Test Enter Boat
AdminOther	AM\$	Test NLETS General Help File Query
Article	CAA\$	Test Clear All Or Part Of Group - Stolen
Article	CAQ\$	Test Canadian Article Inquiry
Article	CA\$	Test Clear Single Article - Stolen
Vehicle	CBQ\$	Test Canadian Boat Inquiry
Gun	CGQ\$	Test Canadian Gun Inquiry
Article	CLAA\$	Test Clear All Or Part Of Group - Lost
Article	CLA\$	Test Clear Single Article - Lost
Person	CPO\$	Test Iowa Protective Order Clear
Person	AM\$	Test In-State Rejection Of Manual Search On Record
Person	AM\$	Test In-State Response To Manual Search On Record
Person	AM\$	Test Out-Of-State Administrative Rejection
Person	AR\$	Test Out-Of-State Administrative Response
Person	AQ\$	Test Out-Of-State Administrative Request
Person	AM\$	Test In-State Request For Manual Search On Record
Person	QH\$	Test QH By SOC Or MNU Or SID To III
Person	RAPW\$	Test Inquiry By DCI For Warrant Enhancement

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Person	QMNI\$	Test Master Name Index Inquiry By NAM/DOB/SEX
Person	QRI\$	Test QRI - QR - CCH By FBI
Person	QR\$	Test CCH And/Or III By DCI And/Or FBI
Person	QH\$	Test CCH/III By NAM/DOB/SEX/RAC Or FBI
Article	CSQ\$	Test Canadian Security Inquiry
Article	LAA\$	Test Locate All Or Part Of Group - Stolen (NCIC Record)
Article	LA\$	Test Locate Single Article - Stolen (NCIC Record)
Article	LLA\$	Test Locate Single Article - Lost (NCIC Record)
Person	LW\$	Test NCIC Missing Person Locate
Person	QM\$	Test Iowa Missing Person By Physical Descriptors Inquiry
Person	KQ\$	Test NLETS Commercial Driver History Inquiry
AdminOther	AM\$	Test NLETS Help File Query
Person	YR\$	Test NLETS Hit Confirmation Response - Missing Person
Person	YR\$	Test NLETS Hit Confirmation Response - Protective Order
Person	YQ\$	Test NLETS Hit Confirmation Request - Protective Order
Article	YR\$	Test NLETS Hit Confirmation Response - Stolen Article
Vehicle	YR\$	Test NLETS Hit Confirmation Response - Stolen Boat
Gun	YR\$	Test NLETS Hit Confirmation Response - Stolen Gun
Vehicle	YR\$	Test NLETS Hit Confirmation Response - Stolen Plate
Vehicle	YR\$	Test NLETS Hit Confirmation Response - Stolen Part
Vehicle	YQ\$	Test NLETS Hit Confirmation Request - Stolen Part
Article	YR\$	Test NLETS Hit Confirmation Response - Stolen Security
Article	YQ\$	Test NLETS Hit Confirmation Request - Stolen Security
Article	YQ\$	Test NLETS Hit Confirmation Request - Stolen Article
Gun	YQ\$	Test NLETS Hit Confirmation Request - Stolen Gun
Vehicle	YQ\$	Test NLETS Hit Confirmation Request - Stolen Plate
Vehicle	YQ\$	Test NLETS Hit Confirmation Request - Stolen Boat
Vehicle	YR\$	Test NLETS Hit Confirmation Response - Stolen Vehicle
Vehicle	YQ\$	Test NLETS Hit Confirmation Request - Stolen Vehicle
Person	YQ\$	Test NLETS Hit Confirmation Request - Missing Person
Person	YR\$	Test NLETS Hit Confirmation Response - Wanted Person
Person	YQ\$	Test NLETS Hit Confirmation Request - Wanted Person
Article	CSS\$	Test Group Security Clear
Article	ESS\$	Test Group Security Enter
Article	LSS\$	Test Group Security Locate Partial
Article	LSS\$	Test Group Security Locate All
Article	ES\$	Test Single Security Entry
Article	MSS\$	Test Group Security Modify
Article	XSS\$	Test Group Security Cancel

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Vehicle	CV\$	Test Iowa Vehicle/Plate/Part Clear
Person	CW\$	Test Iowa Missing Person Clear
Vehicle	LL\$	Test Locate Vehicle License Plate In NCIC
Vehicle	LP\$	Test Locate Vehicle Part In NCIC
Vehicle	LF\$	Test Locate Felony Vehicle/Plate/Part In NCIC
Vehicle	LV\$	Test Locate Vehicle In NCIC
Person	DLRQ\$	Test Query Iowa Driver License by Name
Person	DLRQ\$	Test Query Iowa Driver License by License Number
Person	DLRQ\$	Test Query Iowa Driver License by SSN
Person	DQ\$	Test NLETS Commercial Driver Status Inquiry
Person	DW\$	Test Iowa Detainer Information Entry
Article	EAA\$	Test Enter Group Article - Stolen
Article	EA\$	Test Enter Single Article - Stolen
AdminOther	EDP\$	Test Iowa Nics Denied Person Entry
AdminOther	EDV\$	Test Iowa Validation Entry
Article	ELAA\$	Test Enter Group Article - Lost
Article	ELA\$	Test Enter Single Article - Lost
Vehicle	EL\$	Test Iowa Vehicle Plate Entry
Person	ENPO\$	Test Iowa Protective Order Supplemental Entry
Person	ED\$	Test Iowa Wanted Person Dental Information Entry
Person	XNS\$	Test Iowa Stolen/Fraudulent Identifiers Cancel
Person	ENS\$	Test Iowa Stolen/Fraudulent Identifiers Entry
Person	XN\$	Test Iowa Wanted Person Supplemental Cancel
Person	EN\$	Test Iowa Wanted Person Supplemental Entry
Person	EN\$	Test Iowa Missing Person Supplemental Entry
Person	EPOT\$	Test Iowa Protective Order Entry
Person	EPO\$	Test Protective Order Entry
Vehicle	EP\$	Test Iowa Vehicle Part Entry
Vehicle	EV\$	Test Iowa Stolen/Felony Vehicle Entry
Vehicle	EV\$	Test Iowa Vehicle Towed Entry
AdminOther	IRPE\$	Test Iowa Reciprocity Registration Inquiry
Article	LAA\$	Test Locate All Or Part Of Group - Stolen (Iowa Record)
Article	LA\$	Test Locate Single Article - Stolen (Iowa Record)
Article	LLAA\$	Test Locate All Or Part Of Group - Lost (Iowa Record)
Article	LLA\$	Test Locate Single Article - Lost (Iowa Record)
Vehicle	LV\$	Test Locate Vehicle/Plate/Part In Iowa
Person	LW\$	Test Iowa Missing Person Locate
Person	LW\$	Test Iowa Wanted Person Locate
AdminOther	MDP\$	Test Iowa Nics Denied Person Modify

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Person	MDW\$	Test Iowa Detainer Information Modify
Vehicle	ML\$	Test Iowa Vehicle Plate Modify
Person	MPO\$	Test Iowa Protective Order Modify
Vehicle	MP\$	Test Iowa Vehicle Part Modify
Vehicle	MV\$	Test Iowa Vehicle Stolen/Felony/Towed Modify
Person	MW\$	Test Iowa Missing Person Modify
AdminOther	QDR\$	Test Icon By Doc Number Inquiry
AdminOther	QDV\$	Test Iowa Validation File Inquiry
Person	QMVR\$	Test Query Iowa Vehicle Registration
Person	QD\$	Test Wanted/Missing Person And Driver License Inquiry (QD)
Person	QMVR\$	Test Query Iowa Vehicle Registration by Name and Date of Birth
Person	QMVR\$	Test Query Iowa Vehicle Registration by Name and License Number
Person	QMVR\$	Test Query Iowa Vehicle Registration by Name and Social Security Number
Vehicle	QQ\$	Test Iowa Stolen Vehicle and Vehicle Registration Inquiry
Person	QQ\$	Test Wanted/Missing Person And Driver License Inquiry (QQ)
Person	DLRQ\$	Test Query Iowa Driver License
Article	QA\$	Test Query
AdminOther	SDP\$	Test Iowa Nics Denied Person Supplemental Entry
AdminOther	SNOW\$	Test Iowa SnowMobile / ATV Registration Inquiry
Vehicle	VQ\$	Test NLETS Canadian Vehicle File Query By License Plate
Vehicle	VQ\$	Test NLETS Canadian Vehicle File Query by Vehicle Identification Number
Person	WQ\$	Test Canadian Wanted Person Inquiry
Article	XAA\$	Test Cancel All Or Part Of Group - Stolen
Article	XA\$	Test Cancel Single Article - Stolen
AdminOther	XDP\$	Test Iowa Nics Denied Person Cancel
Person	XDW\$	Test Iowa Detainer Information Cancel
Article	XLAA\$	Test Cancel All Or Part Of Group - Lost
Article	XLA\$	Test Cancel Single Article - Lost
Person	XNPO\$	Test Iowa Protective Order Supplemental Cancel
Person	XN\$	Test Iowa Missing Person Supplemental Cancel
Vehicle	XQ\$	Test Canadian Stolen Registration Inquiry
Vehicle	XV\$	Test Iowa Vehicle/Plate/Part Cancel
Person	XW\$	Test Iowa Missing Person Cancel
Person	QWI	Query Wanted/Missing Person; Driver License and Criminal History
Person	QWI\$	Test Query Wanted/Missing Person; Driver License and Criminal History

Custom State Justice Switch Transactions

There are no custom State Justice Switch Transactions included as part of this Agreement.

Custom Providers:

Custom Providers allow the ability to access additional records management systems, warrant/court systems, or other accessible external databases. It is a requirement to have connectivity from the CentralSquare Message Switch to the RDBMS system and at least a login with Read access to the schema. A Subject Matter Expert in the schema will be required to either provide the SQL queries needed, and preferably design Stored Procedures on the third-party database to be used for the Transactions. If CentralSquare is contracted to write the queries or design Stored Procedures additional service hours will be needed.

There are no Custom Providers included as part of this Agreement.

13 Appendix E - Subcontractor Statement of Work

CentralSquare is including White Box Technologies as the identified subcontractor responsible for providing data conversion services for CAD, Records, and Jail Enterprise components.

See Appendix Z – Data Conversions for the Statement of Work.

14 Appendix F – Miscellaneous Hardware

The following hardware is included in the purchase and will be provided by CentralSquare:

Description	Quantity
Jail Enterprise: Camera package for Mugshots- includes the InPhoto license, Canon camera, and power adapter.	2
Records Enterprise: Desktop printer, Zebra ZD421 (This module has Wi-fi and Ethernet options available).	1

15 Appendix J – CentralSquare Connectivity to Enterprise On-Premise systems

Policy

Customer Managed On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise Customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

16 Appendix Y – Workshop and Training Summary

Training/Go-Live Deliverable	Quantity	Training(s)/Workshop(s) Included	Remote/Onsite
CAD Enterprise System Orientation	1	Three (3) day workshop	Onsite
CAD Enterprise Operational and Administrative Review (OAR)	1	Three (3) day workshop	Onsite
CAD Enterprise Administration (CAD Codefile Management) Training	1	Three (3) day workshop	Remote
GIS Link Training	1	Three (3) day training class for a maximum of four (4) participants.	Remote
CAD Enterprise Response Plan Workshop	1	Two (2) day workshop	Remote
CAD Enterprise Validation & Readiness Workshop	1	Two (2) day workshop	Remote
CAD Enterprise Functional Acceptance Testing	1	One (1) day testing event	Remote
CAD Enterprise Dispatch Supervisor Training	1	Three (3) day training class	Onsite
CAD Enterprise Call Taker/Dispatcher User Training	2	Two (2) day training class	Remote
CAD/Mobile Enterprise Onsite Go-Live Support Services	1	Two (2) day Go-Live Support – 1 CentralSquare Consultant per 12-hour shift, 2 shifts per day	Onsite
CAD Enterprise Post Go-Live Optimization and Advance Configuration Workshop	1	Three (3) day workshop	Onsite
Mobile Enterprise Functional Acceptance Testing	1	Four (4) hour testing event	Remote
Mobile Enterprise Administration Training	1	Three (3) day training class for a maximum of three (3) participants.	Remote

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Mobile Enterprise Train-the-Trainer Training (1 session for Law and 1 session for Fire)	2	Four (4) hour training class	Remote
Records Enterprise Pre-Configuration Questionnaire	1	One (1) day workshop	Remote
Records Enterprise Administration Review and Training Workshop	1	Three (3) day workshop	Onsite
Records Enterprise Workshop #1 – Incident, Arrest, Case Management	1	Three (3) day workshop	Onsite
Records Enterprise Workshop #2 – Crash, Citation, Other Events, Field Interview	1	Three (3) day workshop	Remote
Records Enterprise Workshop #3 – Records Administration/State Reporting	1	Three (3) day workshop	Onsite
Records Enterprise Workshop #4 – Property & Evidence	1	Three (3) day workshop	Onsite
Records Enterprise Output Designer Workshop	1	Three (3) day workshop	Onsite
Records Enterprise Report Writing Training	1	Three (3) day workshop	Onsite
Records Enterprise Validation & Readiness Workshop	1	Three (3) day workshop	Onsite
Records Enterprise Functional Acceptance Testing	1	Three (3) day testing event	Onsite
Records Enterprise End User Training - Field Officers	1	Two (2) day training class	Onsite
Records Enterprise End User Training - Investigations	1	Two (2) day training class	Remote
Records Enterprise End User Training - Records	1	Three (3) day training class	Onsite

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Records Enterprise End User Training - Civil and Warrants Training (Sheriff's Office only)	1	Two (2) day training class	Remote
Records Enterprise End User Training – Property & Evidence Training	1	Two (2) day training class	Onsite
Records Enterprise Onsite Go-Live Support Services	1	Three (3) day Go-Live Support – 1 CentralSquare Consultant per 8-hour day	Onsite
Records Enterprise Post Go-Live Optimization and Advance Configuration Workshop	1	Three (3) day workshop	Onsite
Jail Enterprise Functional Acceptance Testing	1	Six (6) hour testing event	Remote
Jail Enterprise Administration and Review Workshop Note: Duration is determined by modules.	1	Four (4) day workshop	Remote
Jail Enterprise Functional Acceptance Testing	1	Six (6) hour testing event	Remote
Jail Enterprise Administrator Training	1	One (1) hour training class	Onsite
Jail Enterprise End User Training	5	One (1) day training class	Onsite
Jail Enterprise Reports Training	1	Two (2) hour training class	Onsite
Jail Enterprise Go-Live Support Services	1	Four (4) day Go-Live Support with 1 CentralSquare Consultant per 8 hour day	Onsite
CAD, Mobile, Records, and Jail System Integration Testing (SIT)	1	Two (2) hour testing event	Remote
CrimeView Analytics Administrator/Designer Training	1	Twelve (12) hour training class	Remote
CrimeView Analytics Train-the-Trainer	1	Two (2) hour training class	Remote

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Police-to-Citizen Training	1	Four (4) hour training class	Remote
CAD, Mobile, Records Enterprise System Administration Training	1	Three (3) day training class	Remote

17 Appendix Z – Data Conversions

17.1 Data Conversion

17.1.1. CAD Data Conversion Overview

CAD Enterprise Data Conversion Source:

Source 1: Dubuque PD, IA

Source Vendor: ONESolution

Source Database Type: SQL Server

17.1.2. RMS Data Conversion Overview

RMS Enterprise Data Conversion Source:

Source 1 Agency: Dubuque PD, IA

Source 1 Vendor: ONESolution

Source 1 Database Type: SQL Server

Years: Up to ten (10) years of historical data

17.1.3. Jail Data Conversion Overview

Jail Enterprise Data Conversion Source:

Source 1 Agency: Dubuque SO, IA

Source 1 Vendor: ONESolution

Source 1 Database Type: SQL Server

Project Summary: Conversion of source legacy data for use in CentralSquare CAD, Records, and Jail Enterprise. According to the availability and completeness of the source data and target modules, all of the fields and tables within the various functional areas will be populated to the fullest extent possible within the parameters outlined below. Where Agency/Dubuque Police (Dubuque) is referenced below, CentralSquare will assume the responsibility to work with Dubuque to complete the task.

Roles and Responsibilities:

CentralSquare

- Project Manager and System Engineer
 - Manage project scope, schedule and performance, coordinate conversion activities with White Box.
 - Assist with adherence to schedule, and issue resolution.

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- Inform White Box of issues impacting conversion.
- Report conversion issues to White Box in a timely manner following a delivery, including necessary details to research and resolve.
- Coordinate access for White Box to access customer's environment.
- Facilitate Task Completion Reports and signatures for each of the milestones.

Dubuque Police

- CentralSquare to facilitate access to Agency Legacy System Subject Matter Expert and IT Support to:
 - Provide legacy data files to White Box.
 - Work with White Box to retrieve data and layout information from legacy system in either CSV, Flat Files with table header layouts or in a portable (e.g. SQL) format.
 - Inform White Box of issues impacting conversion, promptly answer technical and/or business operation questions.
 - Review, provide feedback and approve Table Mapping, Field and Code Documents.
 - With White Box assistance (if needed) thoroughly review mock conversions per schedule. Mandatory scheduled review sessions with White Box are required between the first and second iterations that will include all data being populated into the target modules.
 - Provide, generate, and validate source codes to target codes using the White Box online code mapper utility.

White Box

- Project Manager
 - Manage project scope, schedule, and performance, coordinate conversion activities with CentralSquare.
- Data Analyst
 - Prepare Table Mapping, Field and Code Documents; deliver to Dubuque for review.
 - Work with CentralSquare and (as requested by CentralSquare) to develop the conversion rules and resolve issues identified during mock(s) and final conversion.
 - Schedule and conduct dedicated screen shares to assist Dubuque with code mapping and reviewing of mock data.
- Engineer
 - Retrieve and prepare source data and set up other applicable systems.
 - Build, test, run conversion and deliver converted data to CentralSquare.
 - Load converted data into target database for customer testing. CentralSquare to assist with sync tools/utilities. If Dubuque does not agree to White Box access, this responsibility will be for CentralSquare Data Conversion Engineer.
 - Remove Dubuque data from White Box systems forty-five (45) days after Go-Live.

Assumptions and Constraints:

- This project includes up to three (3) mock iterations and a final go-live conversion for CAD, RMS, Jail, and a Gap Conversion for CAD (if required), consisting of the source data provided to White Box Technologies. Dubuque/CentralSquare will provide no more than three (3) source data dumps/backups consisting of: the initial CAD/RMS/Jail data backups used for building and reviewing the converted data, a backup used for CAD/RMS/Jail go-live and a backup used for the CAD Gap Conversion. Any additional backups requested by CentralSquare/Dubuque to be restored will result in a change request. Data must be in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format.
- Data may be provided by CentralSquare/Dubuque using any of the following methods: Deliver to a secure FTP site, provided by White Box, Max file size is 100 GB. Save the files to a file location provided by CentralSquare or Dubuque; provide access for White Box to access and retrieve, or save the files on a hard drive and deliver to White Box.
- CentralSquare will provide the code tables populated with Dubuque data prior to the first iteration to support the data mapping and conversion. White Box will not be creating or building codes or any code tables and is the responsibility of the Agency to validate their codes. All necessary code mapping must be completed prior to the first iteration delivery. If new codes are needed to be added to the target system, these will be identified during the code mapping validation process.
- Images (mugshots/file attachments) included.
- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of CentralSquare or Dubuque, can result in a day-for-day delay in subsequent milestones that White Box is responsible for. The period of performance begins from contract signing or a later date specified in the schedule to thirty (30) days after the final scheduled go-live.
- Following a White Box deliverable, unless otherwise specified, CentralSquare or Dubuque (per schedule) has a set number of business days to report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced to CentralSquare. Issues reported after that period of time will be resolved on a case-by-case basis and may or may not be subject to additional charges and / or a change request. Requested changes or issues found after the go-live that were the result of not properly reviewing the converted data, will be subject to a change request.
- White Box will not be responsible for de-duplication of legacy data with in-service data, although a Standard Name merge utility can be applied to the conversion. If it is decided that Dubuque does want a Name Merge to be done, White box will need the decision in writing signed by both Dubuque and CentralSquare. 100% success rate of duplicate records is not guaranteed.
- Addresses that are part of the data conversion cannot be geo verified by White Box. If Geo verification is a requirement for Dubuque, Dubuque will need to conduct their own Geo verification testing.

- Code, configuration, and maintenance tables will not be populated in the target system by White Box. White Box will not be responsible for deleting any existing data in the configuration database. Any upgrades made to the target database during implementation will be a change request. Any new fields requested to be added after the last mock iteration that have not been reported previously will be a change request.
- Work performed under this Statement of Work is under warranty by White Box for thirty (30) days following delivery of the final conversion. For any issues that are the direct result of a White Box error and found within the 30-day warranty period, White Box will fix those errors. Errors or omissions in converted data that result from application, database, source data changes or requested changes to the conversion logic made by CentralSquare or Dubuque following acceptance of any Spec Document, mock conversions, including not properly reviewing the data during the mock iterations or only reviewing partial data, the final go-live and found after the 30-day warranty period are not included in this Statement of Work and will be subject to a change request.

Estimated Key Project Milestones:

<u>Milestone</u>	<u>Responsibility</u>
Deliver source data and code tables to White Box	Dubuque/CentralSquare
Deliver Table Mapping Document	White Box
Deliver Code Mapping Utility	White Box
Validate Source Codes to Target Codes	Dubuque
Deliver first mock converted data	White Box
Review of mock Converted data	Dubuque/CentralSquare
Deliver second mock converted data	White Box
Review of mock converted data	Dubuque/CentralSquare
Deliver third mock converted data	White Box
Review of mock converted data	Dubuque/CentralSquare
Deliver source data for go-live	Dubuque/CentralSquare
Deliver final converted CAD/RMS/Jail data	White Box
Cut off for reporting post conversion issues (30 day Warranty Period, after delivery of data for go-live)	Dubuque/CentralSquare
Deliver source data for CAD Gap Conversion	Dubuque/CentralSquare
Deliver CAD Gap Conversion	White Box

Source System(s):

- ONESolution CAD, RMS, and Jail
- Number of Source Data Tables needing Analysis and Conversion: Up to 148 total source data tables for CAD, RMS, and Jail, only the most heavily used data tables containing over 1000 records per table are converted. (Lookup tables, code tables, and other source database tables that contain a minimal number of data fields and primarily exist for database normalization purposes do not count against this limit).

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- Source data delivered to White Box Technologies: Not received. Other similar project information was used to estimate scope and information provided by the Agency. All assumptions on number of tables being converted from the source databases will need to be verified once receiving copy of source database. Upon selection, a review of the data and scope will be confirmed to finalize the data conversion deliverable. If any additional data needs to be converted beyond the specified source data table count listed below, additional charges will apply.

Target System(s):

Target modules in scope:

CAD:

Module to be Converted	Definition of Module
Premise and Caution Notes	CAD Premise Info and Caution Notes
Incidents	Up to ten (10) years of historical incident data

Records:

Module to be Converted	Definition of Module
Masters	Master Person (Name and demographic information)
Cases\Incidents	Case\Incident Summaries Only
Evidence	Property and Evidence Module. Does not include Chain of Custody – only current status is converted.
Arrests	Arrest Module – Summaries Only
Warrants	Warrants Module – Summaries Only
Attachments	Attachments directly converted into the Records database. Attachments are tied to specific modules converted.
Mugshots	Mugshot Data
Citations	Citations Module- Summaries Only
Field Interviews	Field Interviews Module – Summaries Only
Crash	Crash Reports Module – Summaries Only
Civil	Civil Module – Summaries Only
Calls for Service (Records)	Calls for Service – Summaries Only. Calls for Service in Records represent the raw data received from the CAD system, stored in the Records database.
Other Event Module: Intelligence	Other Event
Other Event Module: Internal Affairs	Other Event
Gun Permit	Permits Module - Summaries Only
Other Event Module: Sex Offender	Other Event

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Other Event Module: Gang	Other Event
System Receipt	Receipts Feature – Appendix A
Other Event Module: Racial Profiling	Other Event
Other Event Module: Use of Force	Other Event
Other Event Module: Residential Security	Other Event
Other Event Module: K9	Other Event
Impounds (Tow History)	Impound Module
Other Event Module: Daily Activity Logs	Other Event
Other Event Module: Pursuit Module	Other Event
Concealed/Carry Weapon (CCW)	Permits Module - Summaries Only

Jail:

Modules to be Converted
Inclusive of: Base (Names, Businesses, Business Contacts, Addresses, Address History, Phone book\Rolodex, Names Identification Types, Aliases, Vehicles).
Jail (Jail Stays, Basic Hold Reasons, Sentence Hold Reasons, Hold Reasons, Cell Transfers, Inmate Activities, Victims, Inmate Property, Shift Log, Incidents, Disciplinary Actions, No Contacts).
Personnel (training, certifications, recommendations)
Mugshots
Attachments

Alerts will be generated on Master Names records based on existing alerts associated with the Master Name, including the Sex Offender module, Concealed Weapon/Gun permit module and Warrants.

Modules Out of Scope:

Any others not listed above, including any additional Target modules. Any additional source tables needed beyond the source tables listed above, or any additional data being populated into any other module will result in a change request for both time and cost and may require additional on-premise storage/hardware.

In Scope Services:

The following outlines the baseline services that are considered within the scope of this Statement of Work.

Service	Definition
Data Conversion	Changing digital data from one format to another so it can be used in another software application. The scope of this Statement of Work includes three mock conversions and a final go-live conversion for CAD, RMS, Jail, and a Gap Conversion for CAD (if required).
Data Standardization	Converting accepted (not misspellings) data values that represent the same information into a single unified, recognized, and accepted structure as required by the target system.
Data Defaulting	Based on predefined business rules, assigning a specific value to a field in the target database that is different than the corresponding value in the source database.
Release Notes	Report developed at the time of conversion data delivery that outlines mapping document version, the source and target database and application version, the tables and modules populated, and any known issues.
Data Alteration Report	Report to indicate records that have been truncated in order to insert into the database. The records are logged with the table, field, and primary key of the target record so that the full original value is not lost.
Standard Name Merge	White Box will perform a Standard Name Merge consisting of merging the data based on the following criteria: DOB; with one of the following unique identifiers, SSN, DL Number/DL State, FBI #, or State ID #.
Image Conversion	Converting digital images that were used in one application, for use in another software application. May also require changing the format of the images so that they function in the new application.

Out of Scope Services:

The following outlines the optional services that are considered outside the scope of this Statement of Work.

CentralSquare/Dubuque is requested to submit a Change Request in order to include any of these optional services within the scope of this Statement of Work. Note that additional services may result in added cost and/or schedule delay.

Service	Definition
Additional Conversions/Go-Lives	Re-run of the conversion process above and beyond those agreed to be within scope.
Address Validation	Validates and standardizes address against USPS database.

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Custom Reports	Reports to indicate data that meets a certain criterion provided by CentralSquare / Dubuque.
Additional 3rd party Validation	Review and correction of legacy data through use of third party commercially available reference applications to provide assurance that data is adequate for its intended use.
Data Cleansing	Amending, correcting, removing, or defaulting inaccurate, incomplete, duplicated, or improperly formatted source data beyond that which is required to load the data properly in the target application.
Data Augmentation	Adding new or derived data necessary or desired in the target system but not available in the source. (Also called data enrichment). This includes changing the intent of the source data.
Enhanced Name Merge	Any name merge applied that is outside of the Standard Name Merge criteria.
Convert to multiple databases	Option to convert data to more than one target database.
Financial Conversion	Any data that has financial components (fees, obligations, payments. interest etc.) that needs to be calculated, converted and populated into the target application.
Preliminary Run of Converted Data	Option to analyze and run the Names section only before full conversion run to validate cleanliness and number of potential duplicates.

EXHIBIT 6

Using/Accessing Agency Guidelines

The following agencies are authorized to use the Customer's system in the quantities specified in Exhibit 1. Customer acknowledges and agrees to be responsible for these authorized agencies use of the System and to bind each authorized agency to all terms of the Agreement as reasonably applicable. In the event of breach, or threatened breach of the provisions of the Agreement, Supplier has no adequate contractual remedy with the Authorized agencies and accordingly shall be entitled to pursue remedy direct from the Customer. The Customer shall be the point of contact for each of these authorized agencies in the event that support services are required or requested by said authorized agency. Customer agrees to be responsible for all payment obligations incurred by any authorized agency inclusive of support and any additional purchases under the Change Order/Amendment processes as described in the Agreement.

Accessing Agencies

DUPD – Dubuque Police Dept. DCS0 – Dubuque County Sheriff's Office ASPD – Asbury Police Dept. CAPD – Cascade Police Dept. DCCB – Dubuque County Conservation Board DYPD – Dyersville Police Dept. EPPD – Epworth Police Dept. FAPD – Farley Police Dept. PEPD – Peosta Police Dept.

EXHIBIT 7
Service Level Commitments

The following applies to any non-OPS designated Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. Service Level Commitments

- A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. Calculation. Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
- 2. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
 - 3. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

City of Dubuque
City Council

ACTION ITEMS # 4.

ITEM TITLE:	Work Session Request: Automated License Plate Reader (ALPR) Update
SUMMARY:	City Manager recommending City Council schedule a work session on October 21, 2024 at 5:30 p.m. to provide an update on the Automated License Plate Readers (ALPR).
SUGGESTED DISPOSITION:	Receive and File; Council

- ATTACHMENTS:
- 1. MVM Memo
 - 2. Staff Memo Council Work Session Request for Automated License Plate Reader Update 092624

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Automated License Plate Reader (ALPR) Update -Work Session Request

DATE: October 2, 2024

Chief of Police Jeremy Jensen is recommending City Council schedule a work session on October 21, 2024 at 5:30 p.m. to provide an update on the Automated License Plate Readers (ALPR).

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



TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

SUBJECT: Automated License Plate Reader (ALPR) Update -Work Session Request

DATE: September 26, 2024

INTRODUCTION:

The purpose of this memorandum is to request a work session with the Dubuque City Council to provide an update on the Automated License Plate Readers (ALPR).

BACKGROUND:

On September 20, 2024, all 22 Automated License Plate Reader (ALPR) went live. I am requesting a work session to provide an update on the Automated License Plate Reader (ALPR) system. The presentation will include the following key elements:

Demonstration of the Transparency Portal

We will showcase the transparency portal that allows the public to access information on the ALPR system, ensuring accountability and transparency.

Up-to-Date Data

The council will be presented with the most current data generated by the ALPR system, giving insight into system usage, trends, and statistics.

Recent Uses of the ALPR System

We will highlight recent cases or instances where the ALPR system was instrumental in assisting law enforcement, providing context for its application and impact.

ACTION REQUESTED:

I am respectfully requesting a City Council work session on October 21, 2024 at 5:30 p.m.

**City of Dubuque
City Council**

CLOSED SESSION #

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

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None